Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
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Joint Application by SBC Communications Inc., Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc, and Southwestern Bell Communications Services, Inc. for Provision of In-Region, InterLATA Services in Illinois, Indiana, Ohio, and Wisconsin	)	WC Docket No. 03-167

DECLARATION OF SARAH DeYOUNG,
JAMES F. HENSON, AND WALTER W. WILLARD
ON BEHALF OF AT&T CORP.

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DECLARATION OF SARAH DeYOUNG,
JAMES F. HENSON, AND WALTER W. WILLARD
ON BEHALF OF AT&T CORP.

1. My name is Sarah DeYoung. I am Division Manager -- Local Services for AT&T's SBC Local Services and Access Management ("LSAM") Organization. In my position, I am responsible for the business relationship with SBC Communications Inc. ("SBC") as it relates to supporting AT&T's plans for entering the local telephone service market. Those responsibilities include negotiating with Ameritech, Southwestern Bell Telephone Company ("SWBT"), Pacific Bell ("Pacific"), and Southern New England Telephone ("SNET") for the purpose of facilitating local market entry by AT&T.

2. My responsibilities also include managing the business relationship between AT&T and SBC (and its subsidiaries, including Ameritech) for all local issues. AT&T is currently providing local exchange service through the UNE platform ("UNE-P") to residential customers in seven SBC states, and business local service in nine SBC States. AT&T has been

purchasing unbundled network elements from Ameritech to provide business and residential local services in all of the former Ameritech states.

3. The team that I currently manage interfaces with internal AT&T operational teams dedicated to provisioning AT&T local services. In AT&T Consumer Services, for example, our primary stakeholders include the Product Management organization, which oversees the bundled local product that AT&T is offering in the Ameritech states and other SBC States. My team also partners with the CIO systems organization that manages the integrated systems platform and interfaces with SBC and other external suppliers (such as vendors of inside wire and providers of voice mail). Finally, my team facilitates regularly scheduled conference calls between SBC's LSC and LOC centers and AT&T Customer Care Organizations.

4. I hold a Bachelor of Arts degree from the University of Michigan in Ann Arbor, and a Master of Management degree from the Kellogg School of Business at Northwestern University. I have been with AT&T since 1982. In the course of my career, I have worked in various local exchange supplier management positions and in a wide variety of engineering and finance positions. In 1995, I managed AT&T's Total Services Resale and Loop Resale operational discussions with SBC. In 1996, I was Program Manager - Negotiations Support in AT&T's Central States region. In that position, I was responsible for supporting the executive team that led AT&T's interconnection negotiations with SBC and provided subject matter expertise on a number of local issues. In addition, from late 1996 until April 1999, I also acted as AT&T's primary contact with Pacific on all operations support system and operational issues associated with AT&T's market entry in the state of California.

5. My name is James F. Henson. I am addressing the issues set forth in Section VI relating to SBC's nonrecurring charges ("NRCs") for line splitting. I am employed by AT&T Corp. as Division Manager – Law & Government Affairs. In that capacity, my current responsibilities include policy implementation and support for AT&T Corp.'s regulatory initiatives related to its intrastate telecommunications services. More specifically, I am accountable for advocacy on economic matters principally in the five state region formerly comprising the Ameritech Corp. serving area. I have been significantly involved in every AT&T arbitration and UNE cost proceeding in this territory conducted since the enactment of the Telecommunications Act of 1996 ("the Act"), as a regulatory docket expert witness and/or as the person developing and executing the case strategy.

6. I graduated from Pennsylvania State University with a Bachelor of Science Degree in Electrical Engineering. I also received a Master's Degree in Business Administration from Pennsylvania State University. I am a registered Professional Engineer in the State of Michigan. Since graduating from college, I have been employed by AT&T Corp., Bell Communications Research ("Bellcore") and SBC Michigan, formerly known as Ameritech Michigan (and known at the time as Michigan Bell Telephone Company).

7. I held a number of positions at Michigan Bell. My assignments included work in engineering, costing, pricing and support services. My work in the Engineering Department included responsibility for engineering and installing interoffice trunking facilities deployed between central office switches. After these assignments, I was assigned to Bellcore, where I was responsible for interexchange carrier and local exchange carrier relations. I then returned to Ameritech Michigan, where I began a series of assignments in interexchange carrier

marketing, costing and government affairs. In 1995, I joined the AT&T Corp. Government Affairs organization.

8. My name is Walter W. Willard. I am addressing the issues set forth in Section V relating to SBC's E911 updates. I am the same Walter W. Willard that filed declarations earlier this year regarding SBC's previous application for interLATA authority in Michigan. I am the District Manager for OSS Local Services for AT&T's SBC LSAM Organization. In this position, I have responsibility for the business relationship with SBC to support AT&T's plans for local service market entry and for negotiations with Ameritech, Pacific, SWBT, and SNET to facilitate such market entry.

9. I am in frequent contact with policymakers at Ameritech's parent corporation, SBC, regarding a multitude of local issues that bear on activities in our region. I have similar responsibilities in California, Texas, Missouri, Oklahoma, Kansas and Arkansas with respect to Pacific and SWBT. In addition to these responsibilities, I have represented AT&T as a primary member of the California OSS Third Party Test – Test Advisory Board.

10. I am a graduate of the University of San Francisco, where I received a Bachelor of Science degree in Business Administration. I also received a Master of Science degree in Telecommunications from Golden Gate University in San Francisco. I have been employed by AT&T since 1981. In the course of my employment at AT&T, I have held various positions in the Engineering, Operations, OSS Research and Development, International, and Outsourcing areas.

I. PURPOSE AND SUMMARY OF DECLARATION

11. The purpose of this declaration is to address whether SBC provides nondiscriminatory access to line splitting and E911. Section 271(c)(2)(B)(ii), which is item two on the competitive checklist, requires SBC to provide nondiscriminatory access to unbundled network elements. The Commission has made clear in the *Line Sharing Reconsideration Order*, 16 FCC Rcd. 2101, ¶ 19 (2001), that this obligation includes nondiscriminatory access to line splitting, which is defined as one or two CLECs using the UNE-platform and providing data services over the same loop, "where the competing carrier purchases the entire loop and provides its own splitter."

12. In addition, Section 271(c)(2)(B)(vii)(I) of the competitive checklist requires SBC to provide "nondiscriminatory access to . . . 911 and E911 services." The Commission has explained that the term "nondiscriminatory" includes a comparison between the level of service the incumbent LEC provides competitors and the level of service it provides to itself. *See Michigan 271 Order* ¶ 256. Thus, "section 271 requires a BOC to provide competitors access to its 911 and E911 services in the same manner that a BOC obtains such access, i.e., at parity." *Michigan 271 Order* ¶ 256. The Commission has held that a BOC must "maintain the 911 database entries for competing LECs with the same accuracy and reliability that it maintains the database entries for its own customers," which includes both "populating the 911 database with competitors' end user data" and "performing error correction for competitors on a nondiscriminatory basis." *Id.*

13. The Commission has independently established that incumbent LECs must provide nondiscriminatory access to "call-related databases," which includes the E911 databases.

UNE Remand Order ¶¶ 403, 406. Therefore, SBC is independently required to provide nondiscriminatory access to E911 databases under checklist item ten. 47 U.S.C. § 271(c)(2)(B)(x).

14. SBC does not have reliable processes in place to provision line splitting orders. Moreover, its irrational ordering and provisioning processes, which treat line splitting as two independent and unrelated services (unbundled loop and unbundled switching), lead directly to inaccurate information in SBC's E911 databases. Accordingly, SBC has not satisfied the checklist with respect to line splitting or E911. In this declaration, we will address five major failures in SBC's processes: (1) SBC does not have reasonable and reliable processes in place to update 911 records for line splitting customers, and its existing processes result in a loss of accurate records in the E911 database; (2) SBC refuses to permit a CLEC to reuse the existing loop in service whenever a customer is converted from a line splitting arrangement to a UNE-P arrangement; (3) SBC does not currently have a workable means of processing simultaneous orders from two CLECs in a line splitting arrangement, because of its discriminatory "versioning" policy; (4) SBC still has not satisfactorily clarified its policies with respect to updating the E911 database; and (5) SBC's non-recurring charges for line splitting do not comply with TELRIC.

II. SBC DOES NOT HAVE REASONABLE AND RELIABLE SYSTEMS FOR PROVISIONING LINE SPLITTING.

15. AT&T and Covad have entered into a partnership in which AT&T will provide voice service and Covad will provide DSL service to AT&T's UNE-P customers. The

ability to offer such voice/DSL combinations is vitally important if there is to be vibrant competition for broadband services in the Ameritech states. AT&T's partnership with Covad depends, however, on the ready availability of line splitting arrangements from SBC, as required by the Commission in the *Line Sharing Reconsideration Order*.

16. As was explained at length in previous declarations in the *Michigan I* and *Michigan II* proceedings, SBC does not have sufficient processes in place to provision line splitting orders.[1] In each of the Ameritech states, ordering line splitting requires a cumbersome process of multiple interrelated orders and manual handling. As AT&T has already shown in the *Michigan I* proceeding, testing of SBC's processes for line sharing to line splitting and line splitting to UNE-P revealed that SBC's documentation was riddled with errors, required multiple manually-handled orders, and resulted in erroneous rejects and dial tone outages that for each scenario lasted several days.[2] SBC's application makes clear that these cumbersome processes remain in place today,[3] and therefore SBC has not satisfied the checklist.

17. SBC's systems for provisioning line splitting also violate the checklist because they do not ensure that street address information for such customers in the E911 database is accurate. AT&T just happened to discover this problem in Michigan recently when

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[1] *See* Ex Parte Letter from Alan C. Geolot to Marlene Dortch (FCC), dated April 11, 2003 (*Michigan I*); Ex Parte Letter from Alan C. Geolot to Marlene Dortch (FCC), dated March 28, 2003 (*Michigan I*); Ex Parte Letter from Alan C. Geolot to Marlene Dortch (FCC), dated March 19, 2003 (attaching Supplemental Declaration of Sarah DeYoung and Timothy M. Connolly) (*Michigan I*); Joint Declaration of Sarah DeYoung and Timothy M. Connolly (February 3, 2003) (*Michigan I*). For purposes of this proceeding, AT&T incorporates these filings by reference.

[2] *Id.*

[3] *See* Chapman Aff. ¶¶ 82-89.

one of its customers with a line splitting arrangement made a 911 call, and the PSAP did not retrieve accurate street address information for the customer. It was later determined that the PSAP in fact had the address of the SBC *central office* serving that customer. Fortunately, the incident that precipitated the 911 call was not a life-threatening situation.[4]

18. After investigation, SBC determined that this is in fact another by-product of SBC's treatment of line splitting as two separate services, an unbundled local switch port with transport and an xDSL capable loop, rather than as an integrated UNE-P product. SBC's methods and procedures assumes that a standalone switch port product is being used to provide a foreign exchange (FX) service. SBC's methods and procedures assume that no one would seek emergency service from an FX number, since FX numbers do not correspond to a telephone set. SBC's systems, however, require its E911 database to contain a street address for every working telephone number, and therefore SBC simply assigns the central office address for these FX numbers as a default rule. *See also* Cottrell/Lawson Aff. ¶ 214 ("SBC Midwest determined that the LSC methods and procedures ('M&P') instructed LSC service representatives to populate the central office location as the service address on service orders created for the provisioning of ULS-ST ports").

19. These methods and procedures are completely unworkable for line splitting arrangements and effectively deny nondiscriminatory access to E911 services. In subsequent discussions with SBC, SBC has indicated that it has corrected its methods and procedures so that representatives are aware that address fields for unbundled switch port orders associated with

[4] *See also* Cottrell/Lawson Affidavit ¶ 212 (acknowledging that AT&T brought this problem to SBC's attention).

line splitting should not be populated with the SBC central office address. This solution, however, does not go far enough because it continues to subject critical 911 information to a judgment call and potential human error. Because this solution is not mechanized, representatives that do not thoroughly review M&Ps or that are unable to differentiate the two types of unbundled switch port orders may mistakenly continue to populate the address field with the SBC central office address. Indeed, because AT&T believes that 911 routing information is too critical to rely on this type of judgment call, AT&T has suggested that SBC differentiate the NC/NCI codes for unbundled switch ports used for foreign exchange and line splitting. Thus far, SBC has not agreed to this solution.[5]

20. It should also be emphasized that, although SBC has filed two Accessible Letters in recent weeks relating to its E911 policies (which are discussed in more detail below), these Accessible Letters do *not* address this issue at all. Although SBC's July 8 Ex Parte Letter in the Michigan 271 proceeding gives the impression that SBC issued the June 20 Accessible Letter as a response to this issue (*see* July 8 Ex Parte Attachment at 2), that Accessible Letter and the subsequent July 15 Accessible Letter only address changes in information that occur after the initial provisioning of the line splitting arrangement and are irrelevant to the issue discussed here.

21. Accordingly, SBC's markets remain closed to line splitting arrangements, and it has not satisfied the checklist. These deficiencies relating to the accuracy of street address

[5] Of course, this problem, and the need for a fail-safe solution to address it, would be unnecessary if SBC were to agree that the line splitting configuration is still a UNE-P combination.

information in the E911 database are extremely serious and warrant rejection of SBC's 271 application. The manual processes that SBC uses should not be acceptable to this Commission. Indeed, SBC abundantly confirmed this in a recent ex parte letter in the *Michigan II* proceeding, in which SBC admitted that, out of the "approximately" 50 records affected in Michigan, "[a]ll but two of them had been corrected by June 17, 2003," and "the remaining two records were captured *in a second review* and were corrected by July 7, 2003," almost three weeks later. *See* Letter from Geoffrey M. Klineberg to Marlene H. Dortch, dated July 30, 2003, Attachment at 4 (emphasis added); *see also* Cottrell/Lawson Aff. ¶ 215 (SBC has corrected "approximately" 50 E911 records). As this ex parte letter confirms, SBC's manual processes could never provide the level of reliability that is necessary for a function as important to public safety as E911 In short, SBC's processes do not provide nondiscriminatory access to line splitting or E911, in violation of checklist items two, seven, and ten.

III. LINE SPLITTING TO UNE-P: SBC'S POLICY PROHIBITING REUSE OF THE SAME LOOP IS DISCRIMINATORY AND UNLAWFUL.

22. SBC maintains a discriminatory policy of requiring a CLEC to order an entirely new loop whenever it is converting a customer from a line splitting arrangement to UNE-P. Rather than simply changing out cross-connects using the existing loop that is already in service, SBC insists on the far more complicated and expensive process of disconnecting the existing loop altogether, which creates unnecessary service outages and risks other service quality problems, and also allows SBC to charge a substantial non-recurring charge for the establishment of a new unbundled loop.

23. This policy is blatantly discriminatory, because SBC's customers do not face these burdens in analogous circumstances. When an AT&T voice/DSL customer wants to drop DSL service, SBC's processes require the complete disconnection of service and the provisioning of an entirely new loop, which subjects that customer to unnecessary costs, the possibility of extended service disruptions, and the possibility of an inferior loop as a replacement. By contrast, when an SBC voice/data customer wants to drop DSL service, SBC has conceded that it typically reuses the same loop with no commercially significant disruption.[6] As the Department of Justice concluded in the Michigan 271 proceeding, "SBC's current processes appear to place the CLECs at a competitive disadvantage as against SBC when they seek to sell DSL service," because the CLECs' "customers could experience a significant interruption of voice service if they later choose to disconnect the DSL service," whereas "SBC's customers . . . do not suffer the same potential disability."[7]

24. In the Michigan proceedings, SBC originally contended that its "no re-use" policy was justified because the CLEC "may have requested conditioning of [its existing] loop that could cause degradation in the quality of voice service provisioned over that loop." SBC Suppl. Br. (*Michigan II*) at 30-31. The parties have shown, however, that this justification is simply nonsense. AT&T itself would have no ability to make changes in the conditioning of the loop that would affect the quality of the services provided; indeed, AT&T does not even have physical access to the loop anywhere outside the collocation cage. SBC is the *only* carrier that

[6] *See* SBC Supplemental Brief (*Michigan II*) at 30; Chapman/Cottrell Reply Aff. ¶ 10 n.18 (*Michigan I*); SBC Ex Parte Letter from Geoffrey M. Klineberg to Marlene Dortch, FCC, dated March 17, 2003, App. A, pp. 18-19 (*Michigan I*); see also Chapman Aff. ¶ 88 n.47 (incorporating by reference all relevant pleadings from the Michigan proceedings).

could even theoretically make relevant changes to the conditioning of the loop, and could be reasonably be expected to know at the time of conversion that it had performed such conditioning. The reality is that reusing the loop when converting a CLEC customer from line splitting to UNE-P would rarely present service quality issues, which is dramatically confirmed by the fact that SBC routinely reuses the loop when converting its own voice customers from a voice/data combination to voice only.

25. SBC's more recent submissions in the Michigan proceedings acknowledge the real reason for SBC's policy: its ordering and provisioning systems are designed in a way that generally *precludes* reassignment of the loop to the CLEC. This is yet another manifestation of SBC's irrational insistence that line splitting is something other than UNE-P. SBC views line splitting as two separate and unconnected services, an unbundled loop and unbundled switch port with transport. SBC's systems do not treat the two as an integrated product.

26. Specifically, as SBC has recently conceded, SBC treats the loop in a line splitting arrangement as a "designed circuit" subject to special rules. Thus, when a customer is being converted from line splitting to UNE-P, "in order to be available for selection and assignment by LFACS, [the existing] xDSL-capable loop must be in the LFACS inventory of loops available for reuse and reassignment in order to be even considered."[8] As SBC has explained, however, "the xDSL-capable loop will *not* be available in the LFACS inventory of loops for mechanized assignment because it is a 'designed' circuit."[9] In other words, because

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[7] DOJ Eval. (*Michigan II*) at 11-12.

[8] July 9 Ex Parte Attachment at 2.

[9] *Id.* (emphasis added).

SBC has designed its systems in a way which no other BOC has done, the existing loop cannot be reassigned to the customer.[10] SBC simply does not have processes in place that permit reasonable and reliable provisioning of line splitting and UNE-P arrangements.

27. SBC's decision to design its ordering and provisioning processes as if line splitting were something other than UNE-P is wholly unreasonable. Treating line splitting as two disjointed services (loop and switching) directly and foreseeably leads to numerous anticompetitive burdens placed uniquely on CLECs, including the separate problems with the E911 database discussed above. The Commission has made clear that line splitting is a UNE-P offering, s*ee, e.g., Line Sharing Reconsideration Order* ¶¶ 15, 18, 19 ("incumbent LECs have an obligation to permit competing carriers to engage in line splitting using the UNE-platform where the competing carrier purchases the entire loop and provides its own splitter"), and all other BOCs have designed their systems to treat line splitting as a single integrated offering. In addition, state commissions in the Ameritech region have also found line splitting to be UNE-P; for example, the Michigan PUC has explained that, "although some central office rewiring might be required to incorporate the data CLEC's splitter and DSLAM, the combination of UNEs used in the provision of voice service still exists after that rewiring is completed. Therefore, the voice CLEC's UNE-P service continues after the addition of the data service."[11] Moreover, in its

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[10] As SBC has explained, the only way the customer could keep his existing loop under the current process would be if (1) SBC received and processed an order to *disconnect* the existing loop (which would take five days to process, *see* July 9 Ex Parte Attachment at 2), and (2) LFACS then happened to choose that same loop to be reassigned to the customer "based on LFACS's loop selection and assignment process." *See* July 7 Ex Parte Attachment at 5-6.

[11] *See In the Matter, on the Commission's Own Motion, to Consider Ameritech Michigan's Compliance with the Competitive Checklist in Section 271 of the Federal Telecommunications Act of 1996*, Opinion and Order, p. 12 (Dec. 20, 2001).

recent order in the Indiana TELRIC proceeding, the Indiana Utility Regulatory Commission concluded that: "Ameritech has no basis for refusing to provide line splitting in conjunction with UNE-P." [12] The Public Utilities Commission of Ohio, in the most recent AT&T/SBC arbitration, also sustained the ability of CLECs to use line splitting with UNE-P, stating: "the Commission agrees that Ameritech has the obligation to permit competing carriers to engage in line splitting using the UNE-P where AT&T purchases the entire loop and provides its own splitter."[13] Finally, in Wisconsin, the Public Service Commission of Wisconsin, also in the context of the most recent AT&T/SBC arbitration, confirmed AT&T's right to engage in line splitting using UNE-P.[14]

28. In its most recent pleadings in the Michigan proceeding, SBC has offered two new attempts to defend this blatantly discriminatory policy, both of which are baseless. *First*, SBC has tried to emphasize that LFACS is nondiscriminatory because it applies the same standards when it selects an available loop for either SBC's own POTS service or for a competitor's UNE-P service. *See* Chapman Reply Aff. (*Michigan II*) ¶¶ 21-26. This response misses the point entirely. When a CLEC is converting from line splitting to UNE-P, SBC concedes that the CLEC's existing loop is *not available for reassignment in LFACS* in the first place. Even if LFACS's assignment process is nondiscriminatory, that is irrelevant, because the CLEC's loop is not in LFACS.

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[12] *Order* dated February 17, 2003, IURC Cause No. 40611(Phase II), at pp. 75-76.

[13] *Entry on Rehearing* dated October 16, 2001, PUCO Case No. 00-1188-TP-ARB, at ¶ 15.

[14] *Arbitration Award* dated October 12, 2000, WPSC Docket No. 05-MA-120, at pp. 79-80. *See also Final Decision*, September 20, 2001, PSCW Docket No. 6720-TI-161 (the Wisconsin TELRIC Docket), at p. 124.

29. Indeed, SBC's processes ensure discriminatory treatment. When an AT&T customer wants to convert from line splitting to UNE-P, that customer's existing loop will not even be theoretically available for assignment in the new UNE-P arrangement; SBC's processes require the assignment of a new loop. This would never happen to an SBC customer, because when an SBC voice/data customer wants to drop DSL, SBC simply disconnects that customer's existing loop from the splitter (disconnects the HFPL) and reconnects it to the Main Distribution Frame on the switch. Indeed, as SBC has effectively conceded, when SBC is converting a customer from voice/data to voice only, SBC simply reconfigures the existing loop. SBC's processes for ordering and provisioning line splitting are therefore discriminatory and fail to satisfy the checklist.

30. SBC also continues to assert that it policies are not discriminatory because when a customer wishes to convert from a CLEC voice/data combination to an *SBC* voice only service, the same limitations on SBC's provisioning systems would also preclude SBC from reusing the same loop. Chapman Reply Aff. (*Michigan II*) ¶ 26. The relevant comparison for purposes of the discrimination inquiry, however, is between the CLEC and SBC when converting from voice/data to voice only. As the Department of Justice noted in the *Michigan II* proceeding (DOJ Eval. (*Michigan II*) at 11-12, customers will be reluctant to choose CLEC voice/data combinations over SBC's voice/data combinations if they know that choosing the CLEC will lead to more cost and service disruptions if they decide later to drop the DSL portion of the service. Indeed, contrary to SBC's suggestion, the fact that customers would suffer these disruptions regardless of whether they later switched to CLEC voice only or SBC voice only

would only *increase*, rather than mitigate, customers' reluctance to choose the CLEC in the first instance.[15]

31. *Second*, SBC has also suggested that a CLEC could, in effect, bypass SBC's discriminatory provisioning process by performing its own conversion in its collocation cage. Specifically, SBC asserts that a "CLEC could easily install a cross connect field when the equipment in the collocation arrangement is first installed." Chapman Reply Aff. (*Michigan II*) ¶ 19. SBC argues that, with a cross-connect field, the CLEC could perform its own conversion from line splitting to UNE-P by disconnecting the loop and port from the cross connect field and reconnecting them "by a simple cross-connect on its cross-connect field" as a voice-only connection. *Id.* SBC acknowledges that installing a cross connect field "with working equipment" that has already been deployed in a collocation cage "could present some challenges," but SBC asserts that these "challenges are not insurmountable." Chapman Reply Aff. (*Michigan II*) ¶ 19 n.20.

32. In fact, SBC's suggestion is completely unrealistic. CLECs have already established their collocation cages and have deployed substantial equipment in them; a CLEC would have to incur very substantial costs to retro-fit its existing collocation cages by installing a cross-connect field. Installing a cross-connect field in existing cages would require the CLEC to reengineer all of the existing cabling and pre-wired equipment terminations in each cage.

[15] *See also Complaint of AT&T Communications of Texas, L.P., against Southwestern Bell Tel. Co.*, PUC Docket No. 27634, Arbitration Award, p. 16 (July 17, 2003) ("[t]he Arbitrators find that Scenario A (line splitting to UNE-P) is analogous to scenarios in which voice customers of SBC Texas subscribe to SBC's Texas's affiliate for DSL service and then drop the DSL service, retaining SBC Texas voice only").

Virtually every existing connection between the CLEC and the ILEC, including UNE-L and possibly even special access connections, would be disrupted during this process.

33. More importantly, CLECs do not have the resources to provide efficient ongoing support for such cross-connect fields. Today, CLECs engineer their collocations to be "lights out" operations – *i.e.*, CLECs dispatch technicians to collocations only to perform routine inspections and to respond to trouble alarms. Under SBC's proposal, the CLEC would be continuously dispatching technicians to its collocation cages to perform every individual cross-connect. In addition to the cost of deploying technicians, the CLEC would also have to establish additional support operations to ensure that end user orders were processed in a timely manner, including work management and dispatch systems, vehicles and vehicle operating expenses (including insurance), and the like.

34. In short, what SBC is really suggesting is that AT&T could essentially re-create SBC's central office provisioning systems in its collocation cages. Economically, however, that would make no sense. SBC already has central offices that support a ubiquitous network of distribution plant and switches. Because of the enormous scale of SBC's network, SBC already dispatches technicians to its main distribution frames on a daily basis to perform a wide variety of provisioning operations, including running jumpers for retail, CLEC resale, and UNE-P customers, as well as assisting field and construction technicians. Because of these scale economies, SBC can perform cross connects between the loop and the port, the loop and the collocation, and the port and the collocation much more efficiently than a CLEC. A CLEC cannot economically create an entire provisioning operation to support the relatively small number of connections in its collocation cages.

35. In sum, SBC's ordering and provisioning processes, which prohibit CLECs from reusing the same loop when converting from line splitting to UNE-P, are discriminatory, anticompetitive, and violate the checklist.

IV. SBC DOES NOT CURRENTLY HAVE A WORKABLE MEANS OF PROCESSING SIMULTANEOUS ORDERS FROM TWO CLECS IN A LINE SPLITTING ARRANGEMENT.

36. As AT&T demonstrated previously, SBC also maintains a discriminatory "versioning" policy, which requires that, whenever AT&T partners with a DLEC (such as Covad), the DLEC must use the same version of the EDI interface, down to the dot release, when it submits data orders using AT&T's OSS codes. AT&T has previously shown in detail that SBC's policy renders joint line splitting orders a practical impossibility, and effectively precludes any attempt by CLECs to partner with a third party to provide voice/data combinations through line splitting on any significant scale. The policy is also blatantly discriminatory, as SBC and its data affiliates do not face these limitations.[16]

37. Recently, SBC has finally acknowledged the seriousness of the problem and has promised to modify its ordering procedures to facilitate such partnering. SBC has proposed enabling an OBF defined field called "LSP Authorization" (or "LSPAuth") in its ordering systems. A DLEC such as Covad would populate the new LSPAuth field on the LSR with the AT&T company code to let SBC know that it was ordering on behalf of AT&T. According to SBC, with this new field, SBC could then work all of the orders even if the two CLECs were not on the exact same version of EDI. SBC's application confirms, however, that such changes will

[16] *See* DeYoung/Willard Decl. (*Michigan I*) ¶¶ 136-57.

not be available until at least March 2004. As SBC indicates, "SBC stated its commitment to implement the LSR Agency process in the quarterly release currently scheduled for March 13, 2004, barring any unforeseen events." Cottrell/Lawson Aff. ¶ 207. Thus, SBC's application simply confirms what AT&T has already demonstrated: *i.e.*, that SBC currently has no reasonable processes in place to handle joint orders from a CLEC and DLEC and that SBC can do no more than commit to implementing a solution by March 2004, "barring any unforeseen events." Accordingly, such partnerships between CLECs and DLECs will continue to be infeasible for at least the next seven months, and therefore SBC's ordering processes currently do not satisfy the checklist.

V. SBC'S POLICY WITH RESPECT TO E911 UPDATES REMAINS UNEXPLAINED AND DISCRIMINATORY.

38. SBC has not satisfied checklist items seven and ten, relating to nondiscriminatory access to E911 and call-related databases.[17] Although SBC has just issued a new Accessible Letter modifying its previous policy, serious questions remain as to the true nature of SBC's E911 policies.

39. As AT&T explained in its submissions in the *Michigan II* proceeding, SBC issued an Accessible Letter on June 20, 2003, establishing a broad policy that, whenever a customer is converted from either a UNE-P or line sharing arrangement to a line splitting arrangement, the CLEC must be responsible for all updates to the E911 database (through a Local Service Request, or "LSR") after the initial provisioning of the line splitting service. As

[17] 47 U.S.C. § 271(c)(2)(B)(vii) & (x).

AT&T demonstrated in detail, such a policy would impose prohibitive burdens on CLECs and, indeed, would threaten public safety. As AT&T explained, SBC's policy was so onerous that it had forced AT&T to re-evaluate its plans to enter Michigan with line splitting arrangements.[18]

40. Since those filings, SBC has quickly backtracked from that obviously unreasonable and anticompetitive policy. SBC filed a new Accessible Letter, issued on July 15, 2003,[19] in which SBC sought to reassure CLECs that they are responsible for updating the E911 database via LSRs only in the instance in which the CLEC physically rearranges or disconnects the UNEs used in the original line splitting arrangement (*i.e.*, when the CLEC moves the end user's physical service address by connecting the switch port to a new or different stand-alone loop). SBC now asserts that it will continue to be responsible for all other updates to the E911 database, such as those required by changes in the MSAG database.[20] The positions that SBC has taken in its recent ex parte letters in *Michigan II* and in the July 15 Accessible Letter, however, as well as the recent Accessible Letter SBC issued in California and Nevada, continue to cast serious doubt on the true scope of SBC's policies and SBC's true intentions with respect to E911 updates.

41. First of all, SBC's contention that the June 20 Accessible Letter was intended only to address physical moves is questionable. It has always been understood that any physical

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[18] *See* Willard Decl. (*Michigan II*) ¶¶ 5-25.

[19] *See* CLEC Accessible Letter CLECAM03-249, attached hereto as Exhibit 1 (July 15, 2003 Accessible Letter); *see also* Ex Parte Letter from Geoffrey M. Klineberg to Marlene Dortch, dated July 15, 2003 (*Michigan II*) (attaching July 15 Accessible Letter); Ex Parte Letter from Geoffrey M. Klineberg to Marlene Dortch (FCC), dated July 8, 2003 (*Michigan II*); SBC Reply Comments (*Michigan II*) at 21-22.

[20] *See* July 15 Accessible Letter at 1.

address change would require the CLEC to issue an LSR, in order to keep all SBC's systems updated (including the E911 database). Since all parties clearly understood this policy, it is difficult to see why SBC would have issued an Accessible Letter to "clarify" such a policy.[21] Indeed, SBC made clear that the June 20 Accessible Letter was to establish a new policy that CLECs were to be responsible for all post-provisioning updates to the E911 database.

42. Even more egregiously, however, the June 20 Accessible Letter established the broader, discriminatory policy for SBC's entire 13-State region, but the July 15 Accessible Letter retracted the policy *only* for the five Ameritech states, which remain the subject of pending Section 271 applications.[22] There would have been no reason to limit this clarification to these five states unless the June 20 Accessible Letter had in fact established a broader policy that SBC wanted to leave in place outside of the Ameritech territory. After AT&T pointed this out in its *Michigan II* Reply Comments, SBC issued an identical Accessible Letter in the SWBT five-state region (Arkansas, Kansas, Missouri, Oklahoma, and Texas), and Connecticut.[23]

43. However, SBC just issued a very different Accessible Letter in California and Nevada, however, which dramatically underscores the uncertain nature of SBC's policies.[24] As AT&T has explained in the *Michigan II* proceeding, SBC has adopted an even broader and more onerous E911 update policy in California. SBC requires CLECs in California to perform all

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[21] Even so, SBC has never provided any LSR examples to instruct CLECs on the precise procedures to follow when their line splitting customers move.

[22] *See* July 15 Accessible Letter at 1.

[23] See CLEC Accessible Letter CLEC03-266 (July 29, 2003), attached hereto as Exhibit 2.

[24] *See* CLEC Accessible Letter CLECCN03-024 (July 31, 2003), attached hereto as Exhibit 3 ("California Accessible Letter").

E911 updates for *all* UNE-P customers, not just customers served by line splitting arrangements.[25] Moreover, SBC has recently announced that it is formulating a new 13-State policy. As AT&T previously explained, these actions all suggest that SBC is contemplating imposing this discriminatory and unlawful policy on all UNE-P customers throughout its 13-State region.[26]

44. Consistent with its position in California, SBC's California Accessible Letter establishes a harshly discriminatory policy. First, SBC "clarifies" that when a CLEC converts from either UNE-P or line sharing to line splitting, "the 911 record for the UNE-P service will be *temporarily* retained in the E911/911 database." California Accessible Letter at 1 (emphasis added). The Accessible Letter further states that "[a] CLEC that provides a telecommunications service via a UNE Stand Alone Port purchase[d] from SBC-2STATE is treated as [a] facilities-based carrier for 911 purposes. Therefore, any such CLEC is responsible for updating the 911 Database for municipality ordered address changes." *Id.* In other words, the California Accessible Letter establishes precisely the discriminatory and unlawful E911 policy that SBC briefly imposed in the Ameritech states and hastily withdrew once it was raised in the pending 271 proceedings. Indeed, the California Accessible Letter goes even further than the former Ameritech policy by requiring CLECs to input the address information directly into the 911

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[25] Moreover, SBC's California policy requires line splitting CLECs to update the 911 database directly (instead of submitting an updated LSR) when the line splitting customer moves.

[26] *See* Willard Decl. ¶¶ 23-24. Although SBC asserts that the dispute in California stems from unique language in its interconnection agreement with AT&T, *see* July 8 Ex Parte Attachment at 4, SBC has expressly indicated that it is fashioning a new E911 update policy for its entire 13-State region.

database, which, unlike the LSR policy, will require CLECs to perform their own updates or contract with 911 vendors to complete this work.

45. The Commission should put a stop to these discriminatory policies immediately, in this 271 proceeding. The Commission should send the clearest possible signal, in this proceeding, that SBC cannot use a function as important and as vital to public safety as E911 as a vehicle for imposing discriminatory and anticompetitive conditions on CLECs. The Commission should not approve SBC's application for this reason alone, because it cannot be in the public interest to reward SBC with approval of a 271 application at the same time that SBC is blocking local competition through means (exploiting its leverage over the E911 database) that are so harmful to the public interest.

46. Moreover, the California Accessible Letter raises serious questions about whether SBC will imminently impose the same policies in the Ameritech states. SBC has stated its intention to develop a consistent 13-State policy. Both the California Accessible Letter and the July 15 Accessible Letter purport to be "clarifications" of the same June 20 Accessible Letter – which confirms that SBC interprets the original 13-State letter as encompassing the discriminatory policies AT&T described in the *Michigan II* proceeding. In addition, SBC's recent retraction of its discriminatory E911 policy in the Ameritech states is not set in stone; SBC could issue a new Accessible Letter establishing the California policy throughout the 13-State region at any time, as the Accessible Letter itself states.[27] Equally troubling, SBC has

[27] *See* July 15 Accessible Letter at 1 ("SBC Midwest 5-State reserves the right to make any modifications to or cancel the information set forth in this Accessible Letter. Any modifications to or cancellation of the information will be reflected in a subsequent accessible letter").

taken pains, in both its recent ex parte letters in *Michigan II* and in the California Accessible Letter, to defend the position that CLECs using unbundled switching are "facilities-based" carriers for purposes of E911; SBC contends that, as a result, SBC has the legal right to foist its E911 update responsibilities on any CLEC that uses unbundled switching.[28]

47. The Commission should send a strong and unmistakable message to SBC that such a change in policy would be unlawful. For all of these reasons, SBC's policies remain ill-defined and discriminatory, and as a result, SBC has neither satisfied the checklist nor demonstrated that approval of its application at this time would be in the public interest.

VI. SBC HAS FAILED TO SATISFY ITS CHECKLIST ITEM 2 BURDEN OF PROVING THAT IT MAKES LINE SPLITTING AVAILABLE TO CLECS AT TELRIC-COMPLIANT RATES.

48. SBC has failed to implement TELRIC-compliant non-recurring charges ("NRCs") for line splitting in Illinois, Indiana, Ohio and Wisconsin. SBC's filing fails to provide any discussion regarding the rates applicable to line splitting in each of these states. SBC's pricing witnesses provide no schedules, much less substantiation, for any of the rates that

[28] As AT&T has explained at length in the Willard *Michigan II* Declaration, that proposition is indefensible as both a practical and a legal matter. *See* Willard Decl. (*Michigan II*) ¶¶ 12-21. The Commission explained in the *Michigan 271 Order* that Section 271 requires a BOC to "maintain the 911 database entries for competing LECs with the same accuracy and reliability as it maintains the database entries for its own customers," including "populating the database with competitors' end-user data and performing error correction for competitors on a nondiscriminatory basis." For "facilities-based carriers," by contrast, "nondiscriminatory access to [E911] also includes the provision of unbundled access to Ameritech's 911 database and 911 interconnection, including the provision of dedicated trunks from the requesting carrier's *switching facilities* to the 911 control office at parity with what Ameritech provides to itself." *Michigan 271 Order* at ¶ 256 (emphasis added).

SBC would charge when a CLEC converts an end user from voice/POTs service to voice/data using line splitting. CLECs – and the Commission – are left to guess what rates will apply.

49. In its deficient filing, SBC has failed to identify any tariffs establishing line splitting rates. Moreover, SBC's "CLEC Online" website does not list line splitting rates for any of the states included in this filing. While SBC has from time to time proposed so-called "compliance" rates, there have been no state commission findings that the charges included in those compliance filings satisfy TELRIC.

50. Indeed, in Ohio SBC has not even specified its line splitting NRCs. In Illinois, SBC's line splitting NRCs were only disclosed to CLECs in discovery responses in the course of the SBC Illinois 271 review.[29] And SBC's line splitting rates in Indiana and Wisconsin, also unilaterally set by SBC, are merely listed in SBC's Section 271 "compliance filings" in those states.[30] Regardless of the method used by SBC to disclose these rates, none were identified in the present application, and the Commission has been given no explanation for how and when these rates will be applied.

51. However, SBC's proposed rates – whether they are found in compliance filings or elsewhere – have no foundation. Rather than develop NRCs from the ground up using TELRIC-compliant line splitting cost studies, SBC instead cobbled together a hodge-podge of NRCs that SBC developed for other types of activities that it does not perform in connection

[29] The relevant portions of the SBC Illinois discovery responses are attached hereto as Exhibit 4.

[30] The SBC Indiana line splitting "compliance" plan is attached hereto as Exhibit 5. The SBC Wisconsin line splitting "compliance" plan is attached hereto as Exhibit 6.

with line splitting *e.g.,* new installations of standalone loops, new installations of standalone ports, disconnects for loop, and disconnects for ports. Regardless of whether these other "costs" have been developed correctly (according to TELRIC methodology) to apply to these types of non-line splitting type activities, they have never been shown by SBC to be applicable to the activities undertaken when provisioning line splitting. Additionally, as explained below, these "costs" substantially exceed any rational estimate of the TELRIC levels that would reasonably apply to line sharing/splitting provisioning activities.

52. For example, as discussed herein, when a CLEC wants to add data service to a UNE-P customer's line, the only work required is the provisioning of cross connect cabling between the elements (the loop and the port) and the collocation cage where the equipment that splits the loop is housed. Rather than base its approach on this type of simple operation, SBC claims that to provision line splitting, it must "break apart" the existing UNE-P configuration and reconnect it by cross connection to the collocation cage where the splitter is located. This, SBC claims, entitles it to assess multiple charges for disconnecting the UNE-P, separate service order and installation charges for reconnecting the loop and port, as well as other types of charges that vary by state. In Indiana and Wisconsin, those charges add up to $102.52 and 68.84, respectively. And for all of the states where SBC has bothered to announce its rates, the NRCs assessed by SBC are many times greater than their forward looking costs.

53. The AT&T/Covad partnership (as well as line splitting offerings of other CLECs) can effectively compete against SBC only if the prices that they pay for access to SBC's essential network facilities and processes do not exceed SBC's forward-looking costs. If CLECs are forced to pay more to SBC than SBC itself incurs to provide these services, then competing

CLECs obviously are placed at a substantial competitive disadvantage compared to SBC. This is especially true with respect to NRCs, which are up-front costs that CLECs pay to SBC.

54. Indeed, the Commission has long recognized that cost-based pricing for NRCs is critical to making competitive local telephone entry economically feasible. *See, e.g.*, *AT&T Communications*, 103 FCC 2d 277, 37 (1985) ("It is evident that nonrecurring charges can be used as an anticompetitive weapon to . . . discourage competitors"); Second Memorandum Opinion and Order on Reconsideration, *Expanded Interconnection with Local Telephone Company Facilities*, 8 FCC Rcd. 7341, 43 (1993) ("absent even-handed treatment, nonrecurring reconfiguration charges could constitute a serious barrier to competitive entry"). *See also* 47 C.F.R. § 51.507(e) ("[n]onrecurring charges . . . shall not permit an incumbent LEC to recover more than the total forward-looking economic cost of providing the applicable element"). Regardless of the level of the recurring rates charged by SBC, SBC can and will thwart competition if it is allowed to increase potential competitors' costs significantly through inflated non-recurring charges. That is because carriers must pay NRCs up-front. If those NRCs are sufficiently overstated, then potential new entrants will not be able to afford to enter the market. Moreover, higher NRCs increase the level of market risk faced by potential competitors because competitors lose the benefit received for having paid NRCs when they lose customers. This is important here because the first customers to sign up for competitors' services (that require the competitor to incur the NRCs) are generally the customers that are most likely to change service providers again.[31]

[31] For example, if a competitor pays $100 in NRCs when providing service to a new customer, the competitor will lose the entire $100 if the customer later chooses to switch to a different

A. SBC Has Not Established Line Splitting NRCs That Are Consistent with TELRIC Principles.

55. SBC has not complied with its obligation to provide line splitting at TELRIC-based rates. This is not even a close question: SBC has not submitted to this Commission the rates that it will assess carriers wishing to engage in line splitting; SBC has not provided cost studies supporting the application of its NRCs to line splitting; and none of the four state commissions has undertaken a TELRIC analysis of those NRCs in the line splitting context. This is a patent violation of Checklist Item 2. Thus, there can be no finding that SBC's "charges" are TELRIC-compliant.

56. Moreover, SBC has made little effort to make information available to CLECs or to this Commission about the line splitting NRCs that it intends to assess in each of the states involved in the present application. In Ohio, SBC has failed to provide *any* such information. In Illinois, CLECs learned about SBC's line splitting NRCs only after posing interrogatories in the Illinois 271 investigation. In Indiana and Wisconsin, SBC disclosed the applicable NRCs in line splitting compliance plans filed in those states In none of these states were the NRCs subjected to TELRIC review. Indeed, even a cursory analysis of the charges in the states where they have been announced demonstrates that they are not remotely TELRIC-compliant.

57. Accordingly, no presumption of validity can attach to SBC's line splitting NRCs. It is SBC's burden here to show that its NRCs are be based upon a careful analysis of the *particular capability* being provided, the specific activities required, an identification of

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carrier. Therefore, the amount of investment at risk by a new entrant is directly linked to the NRCs.

forward-looking processes and a host of other determinations related to labor rates and material prices. In other words, SBC must prove that its NRCs for line splitting reflect the costs that an efficient carrier would incur in providing the underlying services.

58. It has failed to do so here. As detailed below, the information revealed in SBC's so-called "compliance filings" and discovery responses reveals that SBC's self-implemented NRCs are not the product of a study of the forward-looking, economic costs of provisioning line splitting, and are demonstrably above the TELRIC levels for such activities. In a nutshell, SBC's line splitting NRCs in these states are a combination of NRCs for activities that are generally unnecessary in a line splitting scenario and accordingly reflect the costs of activities that are unnecessary in line splitting scenarios. The methods used by SBC to cobble these NRCs together result in double counting and other inconsistencies, and SBC's line-splitting NRCs for these states plainly exceed TELRIC levels, and thus fail to comply with checklist item 2.

1. UNE-P To Line Splitting.

59. Where a CLEC currently provides the voice service to a customer, and the customer chooses to add a data service to that line, SBC needs to do nothing more than run cross-connects between the facilities providing voice service and those facilities providing the data service. One set of cables cross connects the loop to the CLEC collocation appearance at the Main Distribution Frame ("MDF"), which connects the loop to a splitter, and then a second set of cables cross connects the voice portion of the loop to the switch port presentation. This is all the "work" that must be performed by SBC to allow an end user served by UNE-P to add data (*i.e.,* to split into high and low frequency) to the loop currently being used to provide the end

user voice service by a CLEC. SBC's NRCs, however, are based upon a complete "disconnection" of the UNE-P elements being used to provide service to the end user, and, thus, SBC plans to charge CLECs multiple NRCs to disconnect and then reconnect the loop/port elements when a carrier attempts to order a line splitting configuration. Of course, such disconnection and reconnection do not actually occur, as the existing and working loop and port are simply cross-connected to and from the data carrier's collocation cage.

60. SBC has never submitted a cost study that computes the TELRIC costs of the cross connects required to establish a line splitting configuration.[32] Indeed, SBC has stubbornly maintained its position that line splitting provisioning requires the disconnection and reconnection of network elements, even in the face of state commission findings and this Commission's holding that, for most situations involving the migration of voice and data services between carriers, no physical work is required.[33] The Texas state commission has, however, recently adopted cross-connect charges that reflect the appropriate work activities for line splitting. The Texas cross-connect charges are $6.91 to connect the port to the CLEC's splitter (in the collocation cage) and $4.72 to connect the loop to the collocation cage, resulting in total cross-connect charges of $11.63. These rates are based on the *particular capability* being provided and the specific activities required. As such, they provide an appropriate proxy for reviewing the reasonableness of SBC's line splitting NRCs in the Ameritech region, as the actual line splitting cross-connect work that must be performed will not vary from state to state.

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[32] SBC does have line sharing-related cross-connect charges, but it is unclear whether these NRCs reflect only those activities that would be required for this specific line splitting arrangement.

[33] *See generally* ¶ 27 *supra.*

61. By comparison, SBC's UNE-P to line splitting NRCs for Indiana and Wisconsin are well in excess of that level ($68.84 in Wisconsin and $102.52 in Indiana).[34] This wide range in NRCs for the exact same activity raises immediate questions about the reasonableness of the SBC NRC charges. And, not surprisingly, a review of those line splitting NRCs confirms that they are not even remotely TELRIC compliant. On the contrary, they are, in many respects, completely arbitrary.

62. As noted previously, one of the fundamental problem with SBC's line splitting NRCs is that they are based on SBC's contrived assumption that it is entitled to configure line splitting by first completely disconnecting the current voice CLEC's UNE-P line and then reconnecting the voice line using standalone UNE elements. As shown in Table 1 below, SBC's proposed rates for this scenario in Indiana and Wisconsin are based on NRCs for disconnecting the existing UNE-P line, placing new service orders, and installing a standalone loop and a standalone port. In each case separate loop and port connection charges are levied even though the end user is currently receiving voice service from those already combined elements.

Table 1.

<u>SBC's NRCs For UNE-P to Line Splitting</u>

State	Total NRC	NRC Components

[34] SBC has indicated in discovery responses that it would charge approximately $25 for this exact same service in Illinois. There is no rational reason for the rates in Indiana and Wisconsin to be double or quadruple those in Illinois, and the disparity suggests that these rates are not based upon any real study on a forward-looking basis of the actual activities involved.

State	Total NRC	NRC Components
Indiana[35]	$102.52	Disconnect UNE-P ($0.37) Loop Service Order ($14.57) Loop Qualification ($0.10) Loop Connection Charge ($29.33) Port Service Order ($14.14) Port Installation Charge ($44.01)
Wisconsin[36]	$68.84	UNE-P Service Order Disconnect Charge ($0.04). xDSL Loop Service Order ($0.07) Stand-alone Loop Connection Charge ($30.64) Port Service Order ($0.06) Port Installation Charge ($11.21) Cross-Connect ($26.82)[37]

63. As noted, however, there is no need for SBC to tear apart a CLEC's UNE-P line and reinstall the standalone components in order to add data to an existing UNE-P line. On

[35] *See* Exhibit 5, at p. 6.

[36] AT&T has updated the latest SBC Wisconsin line splitting compliance filing to reflect the new rates recently approved by the Wisconsin Commission on July 9, 2003 in Wisconsin Docket No. 6720-TI-161. Otherwise, these rates include the rate elements set forth in SBC Wisconsin's line splitting "compliance" plan. *See* Exhibit 6, at p. 14.

[37] SBC Wisconsin's line splitting "compliance" plan identifies a nonrecurring cross connect charge. However, the only nonrecurring cross connect charge identified in the Wisconsin Commission's recent (July 9, 2003) TELRIC order is a $26.82 charge relating to line-sharing cross connections. *See* UNE Compliance Order dated July 9, 2003, PSCW Docket No. 6720-TI-161, Appendix B, at p. 6.

the contrary, the only necessary activity is to install cross-connects that enable the loop to be routed through the data CLEC's splitter. SBC's imposition of unnecessary NRCs is based on its unlawful decision to treat line splitting as a new combination of standalone elements rather than UNE-P, and is yet another example of SBC's strategy to use its interpretation of line splitting to drive up CLECs' costs. As noted above, SBC's interpretation is not only inconsistent with this Commission's definition of line splitting, it also conflicts with the relevant state commissions' definition of line splitting.[38]

64. The line splitting NRCs for Illinois are equally flawed. Although the Illinois charges are not as egregious as those in Indiana and Wisconsin, SBC's Illinois line splitting charges inappropriately include charges for functions that are not performed. Specifically, SBC has indicated that it will assess: (1) a loop installation charge ($2.58); (2) a loop connection charge ($20.21); and (3) a port installation charge ($2.35).[39] There is no basis for these charges that are not needed in the line splitting context.[40]

65. On this record, it is clear that SBC's NRCs for converting customers from UNE-P to line splitting are not even remotely TELRIC-compliant, but are instead based on an arbitrary hodge-podge of NRC for UNE rate elements that recover costs that are not performed.

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[38] *See* ¶ 27 *supra.*

[39] *See* Exhibit 4, at p. 1 (entitled SBC Ameritech Illinois Line Splitting Related Pricing Examples; UNE-P to Line Splitting).

[40] In Ohio, if SBC is allowed to apply all of the same elements that comprise the NRCs that have been assessed in Indiana, the NRCs in Ohio would total over $111, consisting of the following charges: (1) loop service order ($16.02); (2) loop qualification ($.10); (3) loop connection charge ($30.61): port service order ($16.02); port installation charge ($48.27).

2. Line Sharing To Line Splitting.

66. When a customer moves from line sharing to line splitting, it may move its voice service from SBC to a CLEC and retain its current data provider (if data is provided by a CLEC)[41] or move both its voice and data services. If the customer is moving only its voice service and is retaining its current data provider, this amounts to nothing more than the migration of the voice service to the CLEC with no change in the physical configuration of the facilities used. Indeed, the Commission has already found that no physical work is required on a line sharing to line splitting conversion when the customer is not changing its data service provider. *See Line Sharing Reconsideration Order*, ¶ 22 ("because no central office wiring changes are necessary in a conversion from line sharing to line splitting, we expect incumbent LECs to work with competing carriers to develop streamlined ordering processes for migrations between line sharing and line splitting that avoid voice and data service disruption and make use of the existing xDSL-capable loop.")

67. Therefore, in these situations, the appropriate UNE-P "migration" rate should be the only rate applied. The Illinois, Indiana, Wisconsin and Ohio state commissions have adopted NRCs for UNE-P migrations of $1.02, $0.37, $0.06 and $0.74, respectively. Thus, when a customer migrates from line sharing to line splitting with no change in data carrier, the UNE-P migration NRC is the charge that should apply.

68. If the data carrier is changing, installation of two cross connects to and from the new data carrier's collocation cage would be necessary. As noted above, the cross-connect

[41] In general SBC will not provide (xDSL) data service on a UNE-P line leased by a CLEC .

charges adopted in Texas for line splitting provide an appropriate proxy ($6.91 and $4.72) for determining the reasonableness of SBC's line splitting nonrecurring charges. Thus, adding together the UNE-P migration charges and the cross-connect charges, the charges in Illinois, Indiana, Wisconsin and Ohio should not exceed $12.65 ($1.02 + $6.91 + $4.72), $12.00 ($0.37 + $6.91 + $4.72), $11.69 ($0.06 + $6.91 + $4.72), $12.37 ($0.74 +$6.91 + $4.72), respectively.

69. By comparison, the line splitting NRCs that SBC plans to implement for Indiana ($87.29) and Wisconsin ($42.02) substantially exceed these levels. Similarly, the Illinois rates ($25.14) are also out of line. As was the case with the UNE-P to line splitting rates, SBC's line sharing to line splitting NRCs are based on the false premise that SBC must conduct a host of unnecessary activities, including completely disconnecting the data service, and then provisioning a new standalone loop and a standalone port (rather than a UNE-P arrangement). For example, SBC's Indiana line splitting NRCs for this scenario include a service order charge ($14.57) to disconnect the high-frequency portion of the loop, a standalone loop service order charge ($14.57), a standalone port service order charge ($14.14) and a standalone port installation charge ($44.01), totaling $87.29. SBC's Wisconsin line splitting NRCs for this scenario include all of these activities, as well as an additional NRC for a standalone loop connection charge ($30.64). Notably, these charges apply whether or not the customer changes its data carrier.

70. In Illinois, SBC has at least acknowledged that the charges appropriately vary depending on whether the data carrier changes (which further confirms the inappropriateness of the approach taken in Indiana and Wisconsin). In Illinois, however, SBC again proposes service order charges that should not apply (under either variation) and a loop connection service order

charge of $20.21 if the data carrier changes. Table 2 below summarizes SBC's line splitting NRCs in Illinois, Indiana and Wisconsin for this scenario.[42]

[42] If SBC followed the Indiana structure in Ohio, the charges there would total over $48.

Table 2.

<u>SBC's NRCs For Line Sharing to Line Splitting</u>

State	Total NRC	NRC Components
Illinois[43]	$4.93 (if no change in DLEC) $25.14 (if change in DLEC)	Loop Service Order $2.58 Port Service Order $.2.35 Total: $4.93 Loop Service Order ($2.58) Loop Connection Service Order ($20.21) Port Service Order ($2.35) Total:$25.14
Indiana[44]	$87.29	Service Order to Disconnect HFPL ($14.57) Loop Service Order ($14.57) Port Service Order ($14.14) Port Installation Charge ($44.01)
Wisconsin[45]	$42.02	Service Order to Disconnect HFPL ($0.04) Loop Service Order ($0.07) Loop Connection Charge ($30.64) Port Service Order ($0.06) Port Installation Charge ($11.21)

43 *See* Exhibit 4, at p. 2-3.

44 *See* Exhibit 5, at p. 3.

45 *See* Exhibit 6, at p. 8. Again, the Wisconsin charges have been updated to reflect the Wisconsin Commission's recent TELRIC decision.

71. As noted above, most of the activities for which SBC proposes charging NRCs are unnecessary and will never occur. Moreover, these inflated NRCs are not supported by cost studies but are based on other UNE rates. In Indiana, for example, the "Disconnect HFPL" component in SBC's line splitting charge is entirely arbitrary – it is not based on a cost study related in any way to HFPL, and it has never been approved by the Indiana state commission in that context. Rather, SBC inappropriately used the "Loop Service Order" NRC as a proxy for the "Disconnect HFPL" charge even though the Loop Service Order activities are not designed to recover the costs for line splitting activities. In addition, the existing loop service order cost in Indiana is based on assumptions related to processing, logging in and screening a loop service order, discrepancy resolution, formatting and distributing information, and computer-related costs, relating specifically to loop orders. SBC has provided no evidence that any of these costs arise in the "Disconnect HFPL" situation. Moreover, SBC itself has implicitly conceded elsewhere that disconnect service order costs are lower than its installation service order costs. For example, in Wisconsin – the state covered by SBC's Application in which the state commission has most recently prescribed TELRIC rates -- its loop "service order - install" charge is $0.07, while its "service order - disconnect" charge is $0.04.

72. Another problem with including the HFPL Disconnect charge in SBC's Indiana line splitting NRC for this scenario is that it recovers its disconnect costs more than once. In Indiana, nonrecurring charges generally include disconnection costs. Thus, the existing customer pays up front for the costs SBC Indiana will eventually incur to disconnect the service. When converting from line sharing to line splitting, however, SBC again charges for

disconnecting the HFPL and then levies various loop and port standalone nonrecurring charges that inappropriately include even more disconnect costs.

73. The differing and inconsistent NRCs that SBC seeks to impose for line splitting are yet further evidence that these NRCs are inflated above TELRIC levels. In particular, SBC's Wisconsin line splitting NRC for this scenario includes a standalone loop connection charge ($30.64), whereas the SBC Illinois and SBC Indiana line splitting charge do not. It simply makes no sense that SBC would have to install a standalone loop in Wisconsin, but not in Illinois or Indiana to perform the exact same line splitting conversion. Clearly, the real reason SBC added a loop connection charge to the Wisconsin line splitting NRC was to inflate the Wisconsin NRC and offset the *relatively* low NRCs that the Wisconsin Commission permits SBC to charge for the other activities reflected in SBC's line splitting NRC.

CONCLUSION

74. As set forth in this declaration, SBC has failed to provide nondiscriminatory access to line splitting and to E911. Until such time as CLECs are able to obtain line splitting and E911 on a nondiscriminatory basis from SBC at rates that are consistent with TELRIC principles, SBC cannot be found to satisfy Section 271.

VERIFICATION

I declare under penalty of perjury that the facts stated herein are true and correct, to the best of my knowledge, information, and belief.

/s/ Sarah DeYoung
Sarah DeYoung

Date: August 6, 2003

VERIFICATION

I declare under penalty of perjury that the facts stated herein are true and correct, to the best of my knowledge, information, and belief.

/s/ James F. Henson
James F. Henson

Date: August 6, 2003

VERIFICATION

I declare under penalty of perjury that the facts stated herein are true and correct, to the best of my knowledge, information, and belief.

/s/ Walter W. Willard
Walter W. Willard

Date: August 6, 2003

Exhibit 1

Accessible

Date: **July 15, 2003** | Number: **CLECAM03-249**

Effective Date: **06/20/2003** | Category: **All**

Subject: **(BUSINESS PROCESSES) Further Clarification of E911 Updates in Line Splitting Arrangements**

Related Letters: **CLECALL03-077** | Attachment: **NA**

States Impacted: **Illinois, Indiana, Ohio, Michigan, Wisconsin**

Issuing SBC ILECS: **SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio and SBC Wisconsin (collectively referred to for purposes of this Accessible Letter as "SBC Midwest Region 5-State")**

Response Deadline: **NA** | Contact: **Account Manager**

Conference Call/Meeting: **NA**

SBC Midwest Region 5-State has received questions regarding the intent of Accessible Letter **CLECALL03-077** issued on June 20, 2003, which was intended solely to address a potential situation in which a CLEC initially engages in line-splitting by reusing facilities previously used as part of a UNE-P or line-shared arrangement, but subsequently physically rearranges the UNE loop and switch port within the CLEC's collocation arrangement (or that of its partnering CLEC).

Accessible Letter **CLECALL03-077** indicated that in such a conversion scenario (i.e., UNE-P to line-splitting or line-sharing to line-splitting), the end-user information from the existing service will be initially retained in the 911/E911 database. The accessible letter also explained, however, that if a CLEC subsequently physically rearranges or disconnects the UNEs used in the original line-splitting arrangement (i.e., to move the end-user's physical service address by connecting the switch-port to a new or different stand-alone loop), the CLEC would be required to initiate 911/E911 database updates regarding the end-user's change of physical address via the Local Service Request ("LSR") process.

Accessible Letter **CLECALL03-077** was merely intended to ensure that CLECs recognized the need to provide updated end-user service address information based upon a change in the customer's physical service address in connection with a rearrangement such as that discussed above. SBC Midwest Region 5-State remains responsible for implementing MSAG changes that are authorized by the involved 9-1-1 Coordinator of a Municipal or County E911 system. This would include changes such as a street name change, a changed directional rule, or a change in community name.

SBC Midwest Region 5-State has provided additional documentation regarding E911 Requirements for Line-Splitting Arrangements on CLEC ON-LINE https://clec.sbc.com/clec.

SBC Midwest 5-State reserves the right to make any modifications to or cancel the information set forth in this Accessible Letter. Any modifications to or cancellation of the information will be reflected in a subsequent accessible letter. SBC Midwest Region 5-State shall incur no liability to any CLEC if the information set forth herein is modified or cancelled by SBC Midwest Region 5-State.

Exhibit 2

SBC SNET

Accessible

Date: **July 29, 2003** Number: **CLEC03-266**

Effective Date: **06/20/2003** Category: **All**

Subject: **(BUSINESS PROCESSES) Further Clarification of E911 Updates in Line Splitting Arrangements**

Related Letters: **CLECALL03-077** Attachment: **NA**

States Impacted: **SBC Southwest Region 5-State**

Issuing SBC ILECS: **SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas (collectively referred to for purposes of this Accessible Letter as "SBC Southwest Region 5-State")**

Response Deadline: **NA** Contact: **Account Manager**

Conference Call/Meeting: **NA**

SBC Southwest Region 5-STATE has received questions regarding the intent of Accessible Letter **CLECALL03-077** issued on June 20, 2003, which was intended solely to address a potential situation in which a CLEC initially engages in line-splitting by reusing facilities previously used as part of a UNE-P or line-shared arrangement, but subsequently physically rearranges the UNE loop and switch port within the CLEC's collocation arrangement (or that of its partnering CLEC).

Accessible Letter **CLECALL03-077** indicated that in such a conversion scenario (i.e., UNE-P to line-splitting or line-sharing to line-splitting), the end-user information from the existing service will be initially retained in the 911/E911 database. The accessible letter also explained, however, that if a CLEC subsequently physically rearranges or disconnects the UNEs used in the original line-splitting arrangement (i.e., to move the end-user's physical service address by connecting the switch-port to a new or different stand-alone loop), the CLEC would be required to initiate 911/E911 database updates regarding the end-user's change of physical address via the Local Service Request ("LSR") process.

Accessible Letter **CLECALL03-077** was merely intended to ensure that CLECs recognized the need to provide updated end-user service address information based upon a change in the customer's physical service address in connection with a rearrangement such as that discussed above. SBC Southwest Region 5-STATE remains responsible for implementing MSAG changes that are authorized by the involved 9-1-1 Coordinator of a Municipal or County E911 system. This would include changes such as a street name change, a changed directional rule, or a change in community name.

SBC Southwest Region 5-STATE has provided additional documentation regarding E911 Requirements for Line-Splitting Arrangements on CLEC ON-LINE (https://clec.sbc.com/clec). The E911 requirements can be located in the CLEC Handbook under Products and Services, E911.

SBC Southwest 5-STATE reserves the right to make any modifications to or cancel the information set forth in this Accessible Letter. Any modifications to or cancellation of the information will be reflected in a subsequent accessible letter. SBC Southwest Region 5-STATE shall incur no liability to any CLEC if the information set forth herein is modified or cancelled by SBC Southwest Region 5-STATE.

Exhibit 3

Accessible

Date: **July 31, 2003** Number: **CLECCN03-024**

Effective Date: **06/20/2003** Category: **All**

Subject: **(BUSINESS PROCESSES) Line Splitting Process Clarification**

Related Letters: Attachment: **NA**

States Impacted: **California and Nevada**

Issuing SBC ILECS: **SBC California and SBC Nevada (collectively referred to for purposes of this Accessible Letter as "SBC 2-State")**

Response Deadline: **NA** Contact: **911 Account Manager**

Conference Call/Meeting: **NA**

SBC-2STATE has received questions regarding the intent of Accessible Letter **CLECALL03-077** issued on June 20, 2003, which was intended solely to address a potential situation in which a CLEC initially engages in line-splitting by reusing facilities previously used as part of a UNE-P or line-shared arrangement, but subsequently physically rearranges the UNE loop and switch port within the CLEC's collocation arrangement (or that of its partnering CLEC).

Accessible Letter **CLECALL03-077** indicated that in such a conversion scenario (i.e., UNE-P to line splitting or line sharing to line splitting), the 911 record from the previous UNE-P service will be retained on the initial order. For clarification, the 911 record for the UNE-P service will be temporarily retained in the 911/E911 database, just as it would if the Telephone Number was porting from one carrier to another via Local Number Portability (LNP). SBC-2STATE uses standard LNP practices to convert the former SBC-2STATE provided UNE-P NENA ID to the CLEC provided NENA ID for the UNE Stand Alone Port, which requires a 911/E911 database record update. This 911 transaction is required when obtaining UNE Stand Alone Port products and must be submitted by the CLEC via a Local Service Request or a CLEC initiated update via the 911 MS Gateway

Additionally, **CLEC03-077** stated that "[o]nce the initial provisioning of the UNEs in the conversion scenario for a line splitting arrangement has been completed, the CLEC is responsible for ensuring the ongoing accuracy of the end user service address information in order to maintain the integrity of the 911/E911 database." This was merely intended to ensure that CLECs recognized the need to provide updated end-user service address information based upon a change in the customer's physical service address in connection with a physical rearrangement or disconnection of the UNEs used in the original line-splitting arrangement (i.e., to move the end-user's physical service address by connecting the switch-port to a new or different stand alone loop).

A CLEC that provides a telecommunications service via a UNE Stand Alone Port purchases from SBC-2STATE is treated as facilities-based carrier for 911 purposes. Therefore, any such CLEC is responsible for updating the 911 Database for municipality ordered address changes. SBC-2STATE has provided additional documentation regarding E911 requirements for line splitting arrangements on CLEC ON-LINE (https://clec.sbc.com/clec). The E911 requirements can be located in the CLEC Handbook under Products & Services, E911.

SBC-2STATEreserves the right to make any modifications to or to cancel the information set forth in this Accessible Letter. Any modifications to or cancellation of the information will be reflected in a subsequent accessible letter. SBC-2STATE shall incur no liability to any CLEC if the information set forth herein is modified or canceled by SBC-2STATE.

Exhibit 4

"UNE-P to Line Splitting" Single LSR Process

- Data or Voice Provider must have collocation with splitter.
- They must have arrangements between their entities on the use of the collo and splitter.

Process: Single LSR to migrate existing UNE-P to line splitting arrangement

Orders: Internal order for full xDSL capable loop; reuse loop (if possible).
Internal order for ULS-ST Line Port; reuse port and TN.
Internal order to Disconnect (disassemble) UNE-P.

	Illinois Tariff Rates	
NRCs:	Loop Installation Service Order	2.58
	Loop Connection	20.21
	Port Installation Service Order	2.35
	Port Connection	N/A
	Mechanized Loop Qualification	Zero
	UNE-P Port Disconnection Service Order	N/A
	UNE-P Port Disconnection	N/A
		25.14

NOTES: Charges would apply to the ordering carrier.

N/A = Not Applied as port is retained by same CLEC.

If Voice Provider provides the collocated splitter, with Data Provider in different collo with its DSLAM, then one of the providers will need to also purchase collo-to-collo connection.
See Illinois Tariff rates.
The arrangements between the CLECs are assumed to address this issue as well.

If indicated and CLEC requests it be done, additional NRCs would apply for loop conditioning to make the unbundled loop xDSL capable.
See Illinois Tariff rates.

"Line Sharing to Line Splitting - CLEC Owned Splitter Change in Splitter"

Process: LSR for xDSL Capable Loop
LSR for ULS-ST Basic Line Port
LSR to disconnect HFPL

Orders: Internal order for xDSL capable loop; reuse loop.
Internal order for ULS-ST Line Port; reuse port and TN.
Internal order to Disconnect HFPL, as Ameritech is no longer retail voice provider.

	Illinois Tariff Rates	
NRCs:	Loop Installation Service Order	2.58
	Loop Connection	20.21
	Port Installation Service Order	2.35
	Port Connection	N/A
	HFPL Disconnection Service Order	N/A
	HFPL Disconnection	N/A
		25.14

NOTES: Charges would apply to the ordering carrier.

SBC Ameritech Illinois
Line Splitting Related Pricing Examples

"Line Sharing to Line Splitting - CLEC Owned Splitter No Change in Splitter"

Process: LSR for xDSL Capable Loop
LSR for ULS-ST Basic Line Port
LSR to disconnect HFPL

Orders: Internal order/take full xDSL capable loop; reuse loop.
Internal order ULS-ST Line Port; reuse port and TN.
Internal order to Disconnect HFPL, as SBC is no longer retail voice provider.

	Illinois Tariff Rates	
NRCs:	Loop Installation Service Order	2.58
	Loop Connection	N/A
	Port Installation Service Order	2.35
	Port Connection	N/A
	HFPL Disconnection Service Order	N/A
	HFPL Disconnection	N/A
		4.93

NOTES: Charges would apply to the ordering carrier.

Exhibit 5

Indiana Utility Regulatory Commission

Cause No. 41657
Re: Line Sharing and Line Splitting

SBC Indiana Proposed Compliance Plan

April 10, 2003~~March 27, 2003~~

Table of Contents

Indiana Utility Regulatory Commission
Cause No. 41657
Re: Line Sharing and Line Splitting
SBC Indiana Proposed Compliance Plan

I. Plan Assumptions

This proposed Plan assumes that a voice CLEC should be able to obtain migration of voice service despite the presence of a data CLEC in a line-sharing arrangement. This proposed Plan also assumes that a data provider is not required to continue providing service upon migration of the voice service. ~~If t~~The data CLEC may choose~~s~~ to cease providing service, or to provide service ~~on a separate loop~~ the existing standalone xDSL capable over which SBC Indiana had previously made available the HFPL to such data CLEC, or pursuant to a line splitting arrangement with the voice provider~~, it will be responsible to pay the costs associated with terminating its service and absorb any cost it incurred in conditioning the loop for DSL service~~.

Where the voice CLEC and data CLEC choose to enter into a line splitting relationship, this Plan assumes that either CLEC should be able to approach SBC Indiana with a request for service, maintenance, or repair on the line, while giving notice to the other CLEC concerning its request. SBC Indiana is not, however, required to act as a mediator between CLECs when permitting line splitting arrangements. Instead, this Plan assumes that CLECs should be able to work out the details of their relationship among themselves and that the voice CLEC and data CLEC will coordinate their activities to minimize the probability that their common customer will experience a disruption in service.

This Plan is based on the assumption that when a voice CLEC markets its service to a potential customer with DSL service already in place, it must inform the potential customer that the DSL service may be affected by a switch of voice service providers. Customers should be encouraged to check with their DSL providers. Finally, this Plan assumes that the end-user is responsible for managing its contractual relationship with the ISP, noting that the end user may well have signed a contract, their terms of which may not be known to either the voice CLEC or the ILEC.

Thus, upon migration of voice service from an existing line sharing arrangement, the data CLEC using the HFPL has the following options:

1. Discontinue providing data service (the existing loop in this option would be used solely by the voice CLEC following migration); or,

2. Provide data service over the existing facility (via a standalone xDSL capable loop over which SBC Indiana had previously leased the HFPL to the data CLEC) (in this option, the voice CLEC will be offered a new loop to the extent available); or,

3. The data CLEC, utilizing its own splitter, may continue providing data service via the existing migrated loop pursuant to a line splitting arrangement with the new voice CLEC.

In summary, if a voice CLEC wins the voice service on a loop that is currently part of a line sharing arrangement, the data CLEC that is currently providing service has the option of retaining the existing loop to provide data service via a standalone xDSL capable loop. The data CLEC may also use the existing loop if the data CLEC and the voice CLEC enter in to a line splitting arrangement.

II. Scenarios Included in the Plan

Based on the above assumptions, and to avoid unnecessary service disruption, involuntary line splitting arrangements or unauthorized use of CLEC-owned facilities, SBC Indiana has determined the following methods to employ for the scenarios and associated requirements.

Scenarios #1, #2, #3: Events occurring before reaching any of these three scenarios.

Before a voice CLEC reaches any of the first three scenarios (#1/#3 – Line Sharing to Line Splitting or #2 – Line Sharing to UNE-P), it will undertake a conversation with the end user. The end user, based on the choices it makes for its voice and/or data services, will be the key component of determining which path is taken.

The voice CLEC views the end user's customer service record ("CSR") per the end user's permission (via Letter of Authorization or "LOA" from the end user), determining if there is the line sharing present. (See Attachment C for an example CSR; all confidential information has been redacted.) The voice CLEC can determine from the CSR if it has line splitting arrangements with the current data CLEC. If it has line splitting arrangements with the data CLEC, the CLECs proceed to ordering scenarios #1 / #3 (Line Sharing to Line Splitting), which were determined to be the same.

If the voice CLEC does not have a line splitting arrangement with the data CLEC, then the voice CLEC must inform the end user of its choices with respect to its data service. The end-user, rather than the voice CLEC or SBC Indiana, is responsible for managing his/her existing contractual relationships with his/her data provider. The end user will then decide the next steps and how to proceed.

If the end user wishes to continue its data service, the voice-CLEC informs the end user that it should coordinate with its data provider. The end user, upon consultation with its data provider, will determine the path to follow: data CLEC establishes line splitting arrangements with the chosen voice CLEC and follows Scenario #1/#3; data CLEC retains the data service on the existing loop and voice CLEC will establish a new loop, to the extent available, for migration to UNE-P; or, end user will obtain data service from a different data provider and follow Scenario #2. (Although the Michigan collaborative discussions included the possibility that the data CLEC would continue to provide data on a stand-alone loop, there was a lack of commercial interest in that option and accordingly the Michigan Implementation Plan does not contain a specific scenario to address this situation. <u>However in Indiana the data CLEC will have the first right to the existing loop, if it so elects.</u>)

If the end user decides that it no longer wants its current data service, it informs the voice CLEC to disconnect its data service on its behalf and the voice CLEC migrates the voice service to UNE-P, i.e., the voice CLEC follows Scenario #2.

Scenario 1: Line Sharing to Line Splitting (End user currently obtains both voice and data from the ILEC and seeks to migrate voice service to a CLEC, while continuing the current data service).

If the voice CLEC and the data CLEC have agreed to engage in line splitting, and the data CLEC is currently providing, and will continue to provide, the splitter, then the existing ordering procedures to convert from line sharing to line splitting as documented on CLEC OnLine (https://clec.sbc.com/clec/) continue to apply without change; ~~however rate application will be modified to comply with the Commission's requirement that the voice CLEC not be assessed more than~~subject to the applicable charge for a UNE-P migration.

The following summarizes the rates that will be applied: [1]

Orders	Non-Recurring	Recurring
1. Voice CLEC for UNE-P migration (loop and port) and DLEC for HFPL.		
• Disconnect HFPL		N/A
– Service Order	$14.57[2]~~0.41~~	
– Disconnection	N/A	
• Order xDSL Capable Loop		$8.03[5]~~99~~
– Service Order	$14.57[2]	
– Connection	N/A	
– Cross Connect		$0.~~26~~14[6]
• Order ULS-ST Port		$2.98[7]
– Service Order	$14.14[3]	
– Installation	$44.01[4]~~N/A~~	
– Cross-Connect	N/A	$0.~~26~~14[6]
		$~~12.49~~11.29

[1] Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement would control.
[2] SBC Tariff IURC 20 Part 19 §2 1st Revised Sheet 20.
[3] SBC Tariff IURC 20 Part 19 §3 Sheet 40.
[4] SBC Tariff IURC 20 Part 19 §3 Sheet 39.
[5] SBC Tariff IURC 20 Part 19 §2 1st Revised Sheet 19.
[6] SBC Tariff IURC 20 Part 23 §4 Sheet 113.
[7] SBC Tariff IURC 20 Part 19 §21 1st Revised Sheet 43.

Assumptions: • DLEC provided splitter in line sharing arrangement and same splitter being used in line splitting arrangement, thus no physical work needs to be done to effectuate the change; however, order/billing work must be completed with order coordination to ensure no inadvertent disconnection. • Example uses ~~Access Area A~~Rate Class 3.

CLECs that share a loop to simultaneously deliver voice and data service must coordinate their respective activities with each other to minimize the probability of disruption to their common end user customer. SBC Indiana will provide CLECs the necessary unbundled network elements and maintain those elements as needed.

Scenario 2: Line Sharing to UNE-P: The end user currently obtains both voice and data from the ILEC and seeks to migrate the voice service to a CLEC and disconnect the data service from the ILEC.

A voice CLEC may migrate a line sharing customer's voice service without the data CLEC's permission. When a voice CLEC markets its services to a potential customer with DSL service in place, the voice CLEC must inform the potential customer that the DSL service may be affected by a switch in voice providers.

The following apply whether the line sharing arrangement used by the data CLEC's splitter or a splitter "port" from an SBC Indiana-owned splitter.

The end user has affirmed to the voice CLEC to disconnect its data service; the voice CLEC will have an LOA from the end user. The voice CLEC will submit, via fax, the request to disconnect the HFPL on behalf of the end user. SBC Indiana will process that disconnect within 24 hours, with full posting of the removal of the HFPL from the end user's CSR within 48 hours. SBC Indiana notifies the data CLEC of the disconnect.

The voice CLEC then submits, and SBC processes, a normal, electronic UNE-P migration local service request ("LSR"). In the event that the CSR has not properly posted, thus causing the LSR to not properly process, a phone number will be set up in the SBC's Local Service Center ("LSC") to expeditiously handle the order.

The following summarizes the rates that will be applied: [8]

Orders	Non-Recurring	Recurring
1. DLEC • Disconnect HFPL – Service Order	$14.57[2]~~0.41~~	N/A

[8] Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement would control.

– Disconnection	N/A $~~0.41~~14.57	
2. Voice CLEC • Migrate Voice to UNE-P – Service Order – Loop – Port – Cross Connect	$0.~~37~~41[9]	$8.03[5] $2.98[7] $0.14[6] $11.15
Assumptions: • Disconnect of HFPL completed prior to migration order being submitted. • Under Phase I, SBC submits both orders to accomplish based on single LSR submitted by Voice CLEC. • Example uses ~~Access Area A~~Rate Class 3. • The UNE-P is a new combination and therefore the new combination NRC (rather than a migration NRC) applies.		

Scenario 3: Line Sharing to Line Splitting: The end user currently obtains voice service from the ILEC and data services from a data CLEC that is not affiliated with the ILEC, and seeks to migrate the voice service alone to a CLEC.

The Plan assumes that the only difference between scenarios 1 and 3 is whether the data CLEC is affiliated with the ILEC. Accordingly, the description of the process for Scenario1 applies here.

Scenario 4: UNE-P to Line Splitting: The end user currently obtains voice service from a voice CLEC and seeks to add data services from a data CLEC that may or may not be affiliated with the ILEC:

The existing ordering procedures and charges to convert from UNE-P to line splitting as documented on CLEC OnLine (https://clec.sbc.com/clec) continue to apply without change. The documented process reflects the single LSR process requested by CLECs which was implemented in the August 2002 release. The Plan assumes that SBC Indiana will not take on the role of mediator between two line splitting CLECs. CLECs that share a loop to simultaneously deliver voice and data service must coordinate their respective activities with each other to minimize the probability of disruption to their common customer.

SBC Indiana will provide CLECs the necessary unbundled network elements and maintain those elements as needed. In processing this type of LSR, installation of the xDSL capable loop includes all work associated with determining if the existing loop is xDSL-capable or if a new loop is required to be selected. SBC Indiana also reuses the ULS-ST port. These are the same steps undertaken when SBC Indiana installs the HFPL UNE for a data CLEC in a line sharing arrangement.

[9] SBC Tariff IURC 20 Part 19 §22 1st Revised Sheet 8.

The required physical change in the facilities serving the end user is made so as to minimally disrupt the end user's service.

The following summarizes the rates that will be applied: [10]

Orders	Non-Recurring	Recurring
1. Voice CLEC or DLEC depending on Partnering Agreement.		
• Disconnect UNE-P		N/A
– Service Order	$0.~~41~~37[11]	
– Disconnection	N/A	
• Order xDSL Capable Loop		$8.~~99~~03[5]
– Service Order	$14.57[2]	
– Loop Qualification	$0.10[2]	
– Connection	$29.33[2]~~N/A~~	
– Cross Connect		$0.~~26~~14[6]
		$2.98[7]
• Order ULS-ST Port		
– Service Order	$14.14[3]	
– Installation	$44.01[4] ~~N/A~~	$0.14[6]~~26~~
– Cross-Connect	~~$29.22~~	$11.29~~12.49~~

Assumptions:

- A mechanized loop qualification will be completed to determine if the existing loop may be used to provide xDSL services, indicating if any loop conditioning may be appropriate.
- The DLEC/voice CLEC makes the determination of whether to have any loop conditioning performed.
- If the existing loop is not able to support xDSL services, then a new loop will be provisioned where facilities are available.
- Assumes DLEC's collocation is used. If not, then additional charges would apply to connect the collocations of the DLEC and voice CLEC.
- Example uses ~~Access Area A~~Rate Class 3.

[10] Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement would control.
[11] SBC Tariff IURC 20 Part 19 §15 1st Revised Sheet 5.

III. SBC Indiana Implementation of Compliance Plan

A. Background, Philosophy, and Timing

As noted, SBC Indiana currently has methods and procedures in place to facilitate Scenarios 1/3 and 4. These existing processes are currently available to CLECs and documented in the CLEC Handbook on CLEC OnLine. For Scenario 2 (Line sharing to UNE-P), SBC Indiana is required to develop new methods and procedures to facilitate this order processing. These proposals require a significant change to how SBC Indiana currently processes and provisions orders that affect existing line sharing arrangements. Thus, SBC Indiana looks to ensure that the change to its processes would continue to support accurate and timely processing of CLEC orders. SBC Indiana also looks to the Plan assumptions that the end user be given full choice in its voice provider, and be fully informed when making that choice.

To efficiently manage these migration requests, SBC Indiana will implement these new processes in a two-phase approach. First SBC Indiana will implement manual ordering method for one aspect of the Scenario using the current capabilities of SBC Indiana's regional Operations Support Systems ("OSS"). In the second phase, SBC Indiana will mechanize this Indiana-specific ordering requirement pursuant to the terms of the FCC mandated Change Management Forum.[12]

Based on the effort required and the designed process change, SBC Indiana anticipates being able to fully implement Phase I upon Commission's adoption of this Plan in a final order, with notification to CLECs via accessible letter following with the filing of this amended compliance plan. Implementation of Phase II will be determined in collaboration with CLECs as required by the FCC mandated Change Management Process. SBC Ameritech Michigan began discussions with CLECs regarding this required process change via the Ameritech Regional CLEC User Forum ("CUF") at its November 13, 2002 session and the follow-up call held for this topic on November 18, 2002. If this Plan is acceptable, those discussions will be expanded to include Indiana.

Currently, when a voice CLEC submits a UNE-P migration order on a loop on which the HFPL UNE is present, SBC Indiana regional OSS automatically rejects this type of order; and the edit cannot be modified in the near term for Indiana only.[13] Facilitating the migration of an the end-user's voice service despite the presence of a data CLEC using the HFPL to provide data service to the same end-user poses some complex operational issues. This is a significant change, and thus, until a mechanized update can be made, SBC Indiana is implementing a manual procedure to accomplish this migration by using the current OSS capabilities. Based on the end user's direction, the voice CLEC will manually submit the disconnect of the HFPL, and then upon completion will submit its normal electronic UNE-P migration order.

If the data CLEC does not wish to partner with the voice CLEC to line split, the voice service should be migrated and the HFPL could be disconnected before or after the conversion. SBC Indiana has determined that it would likely not be able to process a disconnection order after the conversion, nor would it

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[12] The change management process is a resolved OSS issue, as set forth in the *Joint Report of the Participants Regarding Resolved OSS Enhancements and Process Improvements*, filed January 26, 2001, approved by this Commission on March 19, 2001.

[13] This edit was implemented to facilitate compliance with the FCC's requirements for the loss of ILEC voice service in line sharing arrangements, referencing FCC 99-355, ¶72.

be prudent to do so, as it is likely that the end-user's voice service would be interrupted, perhaps significantly. As shown in Attachment A, if the HFPL disconnection is not processed before the migration occurs, there is a likelihood that the voice service will be subsequently disrupted when the data CLEC removes its splitter between the loop and switch port, thus disconnecting the UNE-P. Further, SBC Indiana does not believe that the data CLEC would be able to submit an order disconnecting the HFPL after the migration, as the loop would now be assigned to the voice CLEC. Finally, allowing the UNE-P to be connected through the data CLEC's splitter without the data CLEC's permission would constitute involuntary line splitting, unauthorized use of the data CLEC-owned equipment, or both.. Thus, to avoid these unnecessary complications, SBC Indiana is developing new methods and procedures under which the voice CLEC will submit a disconnect for the HFPL on behalf of the end user. Because this order will be initiated by the new voice CLEC, SBC Indiana is relying on the representation of the voice CLEC that it has authorization to do so from the end user. Attachment B includes diagrams showing the proper steps to migrate to the UNE-P; that is, to remove the jumpers connecting the loop and switch port to the data CLEC's collocated splitter.

B. PHASE I Manual Process to Convert Line Sharing to UNE-P

The following summarize the process changes and necessary steps required to implement this proposed Plan .

The following steps will be necessary to convert from Line Sharing to UNE-P:

- Voice CLEC informs end user desiring to change voice providers, that their DSL service will be impacted.
- End user affirms to Voice CLEC that it wishes to have its data service disconnected.
- Voice CLEC issues manual LSR via fax to disconnect the HFPL present on the end user's line.
  - SBC Indiana issues service order to disconnect the HFPL within 24 hours, with full posting to the CSR within 48 hours.
- SBC Indiana issues a Line Loss Notification to data CLEC, as the data CLEC will not be anticipating the service order completion of the disconnect order since it did not submit one.
- Voice CLEC submits normal electronic UNE-P Migration Order.
  - SBC Indiana will establish a phone number in the LSC in the event the UNE-P migration order does not process as expected so that the order may be expeditiously corrected and processed.

The following work activities must be completed prior to implementation of Phase I:

- Develop manual disconnect LSR for CLECs to complete and method of delivery to SBC Indiana.

- Develop CLEC OnLine documentation for CLECs on this ordering scenario, including requirements on how to complete new LSR.
- Select and assign the group of service representatives that will exclusively handle this type of LSR, as well as any fall-out issues that may occur with the subsequent submission and processing of the UNE-P migration order.
- Develop internal methods and procedures for LSC to follow in accepting, processing, and provisioning this manual LSR.
  - Train service representatives on how to issue the disconnect of the HFPL. Service representative will access the Customer Service Record (CSR) to obtain information required to issue the disconnect service order. From the CSR, service representative obtains the name of the data provider and the circuit id.
  - Train service representatives on how to correct and then process a UNE-P migration order that may not flow as expected.
- Develop and provide training for LOC personnel on handling various trouble ticket scenarios that may arise related to provisioning, as well as trouble tickets received from the data CLEC after HFPL has been disconnected.
- Determine impact on Line Loss Notification.
  - Based on anticipated input from data CLECs, possibly establish new code for "Disconnect Reason Code" which will advise data provider that the HFPL has been disconnected due to voice CLEC taking the loop.
  - Educate data CLECs on the fact that they no longer have the 3 days to respond to a line loss notification. Data CLECs will need to modify their procedures to immediately stop billing end user for DSL service.
- Determine, develop and implement any necessary tracking mechanisms for this type of LSR.
- Implement fax number to receive this type of disconnect; this ensures these LSRs are worked by the service representatives trained to do so.
- Implement phone number to receive escalations related to the processing of UNE-P migration orders (in connection with this plan).

C. PHASE II Mechanized Line sharing to UNE-P

The final stage will be a mechanized process for conversions from Line sharing to UNE-P. This issue will be submitted to the Change Management Forum in accordance with the FCC mandate. The Change Management Forum provides for direct CLEC input on prioritization of projects to be implemented, as there are limited resources available with each release; that is, CLECs provide input on which OSS changes are most important to the CLECs' ability to do business. This forum provides for the balancing of the benefits of mechanization with the costs of mechanization and the limited resources available to effectuate the mechanization changes.

Exhibit 6

MICHAEL BEST
& FRIEDRICH LLP
Attorneys at Law

www.mbf-law.com

One South Pinckney Street
P.O. Box 1806
Madison, WI 53701-1806
FAX (608) 283-2275
Telephone (608) 257-3501

Author: Jordan J. Hemaidan
Writer's Direct Line: (608) 283-4431
Email: jjhemaidan@mbf-law.com

Offices in:
Milwaukee, Wisconsin
Manitowoc, Wisconsin
Chicago, Illinois
(Michael Best & Friedrich LLC)

Member: Lex Mundi,
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150 Independent Firms

February 7, 2003

HAND-DELIVERED

Ms. Lynda Dorr
Secretary
Public Service Commission of Wisconsin
P.O. Box 7854
610 North Whitney Way
Madison, WI 53707-7854

Re: Petition of Wisconsin Bell, Inc., for a Section 271 Checklist
Docket No. 6720-T1-170

Dear Ms. Dorr:

Enclosed are the original and 21 copies of SBC Wisconsin's Compliance Plan relating to the Phase 1 proposed Decision in the above entitled docket.

While the Commission has yet to formally adopt a schedule for the remainder of this docket, SBC Wisconsin's submission of this Compliance Plan on this date comports with the Administrative Law Judge's proposed schedule. The next events on the Administrative Law Judge's proposed schedule are scheduled for next Friday, February 14th, and include the filing of comments on the attached Compliance Plan and SBC Wisconsin's filing of three months of performance measurement results. SBC Wisconsin will be prepared to meet next week's filing obligations under the Administrative Law Judge's proposed schedule. SBC Wisconsin believes that, in the absence of Commission guidance to the contrary, the other participants in this docket should be prepared to do the same.

By copy of this letter, the service list is being provided with copies of this filing via e-mail and U.S. Mail.

MICHAEL BEST & FRIEDRICH LLP
Attorneys at Law

Sincerely,

MICHAEL BEST & FRIEDRICH LLP

Jordan J. Hemaidan

JJH/jjh
Enclosure

BEFORE THE
PUBLIC SERVICE COMMISSION OF WISCONSIN

Petition of Wisconsin Bell, Inc., for a Section 271 Checklist Proceeding	6720-TI-170

SBC WISCONSIN'S COMPLIANCE PLAN FOR ISSUES RAISED IN THE COMMISSION'S DRAFT ORDER FOR PHASE I

Petitioner Wisconsin Bell, Inc. ("SBC Wisconsin"), pursuant to the terms of the Draft Order for Phase I of this proceeding prepared by the Staff of the Commission on January 15, 2003 ("Draft Order"), hereby submits its Compliance Plan for certain issues raised in Phase I. This Compliance Plan incorporates and expands upon the discussions of relevant issues set forth in SBC Wisconsin's Comments on the Draft Order filed January 31, 2003 ("SBC Wisconsin's Comments").[1]

Although this document is designated a "Compliance Plan," it is more in the nature of a clarification of, or in some cases, an enhancement to, certain offerings and policies currently offered or practiced by SBC Wisconsin. For each item of concern identified in the Draft Order for Phase I, SBC Wisconsin will attempt to clarify that its current offer or policy is consistent with the requirements of Section 271. In some instances, tariffs have been modified in order to make the exact nature and scope of the product offering or policy clearer. These tariff modifications are discussed below. In certain other instances, SBC Wisconsin believes that it had already complied with the

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[1] As SBC Wisconsin noted in its Comments, special access services are irrelevant for purposes of an investigation into Section 271 Checklist compliance. (SBC Wisconsin Comments at pp. 2-5) This, of course, pertains to Norlight's allegations regarding the conversion of its special access services from mid-span meet to collocation. (Id.) Since submitting its Comments, SBC Wisconsin has confirmed that the circuits in question are, in fact, *interstate* special access services and, accordingly, are entirely inappropriate for consideration in this docket. (Exhibit 1, Affidavit of Scott Alexander ("Alexander Aff.") at ¶ 3) In any event, the work on Norlight's conversion is proceeding according to plan, and SBC will work with Norlight for a timely completion of the project. (Id.)

requirements at the time the Draft Order for Phase I was released. In these instances, SBC Wisconsin will explain how it has already addressed the concerns raised in the Draft Order.

PARTICULAR ISSUES IDENTIFIED IN THE DRAFT ORDER

A. Checklist Item 2 – Unbundled Network Elements [47 U.S.C. § 271 (c)(2)(B)(ii)]

The Draft Order identifies four areas of concern regarding Checklist Item 2, and directs SBC Wisconsin to address these areas of concern in this Compliance Plan. Specifically, the Draft Order requests SBC Wisconsin to:

- modify its combinations offering to exclude the restrictions identified by AT&T;
- modify its combinations offering to include the BFR-OC process discussed by Time Warner and included in the Illinois combinations offering;
- modify its combinations offering to exclude collocation requirements for EELs; and
- commit to filing UNE combinations amendments within 10 business days of execution.

(Draft Order at 22; Conclusion of Law No. 20) SBC Wisconsin addresses each of these areas of concern.

1. SBC Wisconsin's modification of its combinations offering to remove the restrictions outlined by AT&T

Although SBC Wisconsin disagrees that it is necessary to do so as a matter of compliance with federal law, or Section 271, SBC Wisconsin has revised its tariff and model interconnection agreement by removing the restrictions identified by AT&T. (See PSC of W Tariff No. 20, Part 19, Section 22, (filed February 7, 2003); Affidavit of Scott

J. Alexander at ¶ 4 & Attachment SJA-1) Also, SBC Wisconsin has modified its model interconnection agreement to allow CLECs to incorporate the terms of the recently revised combinations tariff into their interconnection agreement by amendment. (Alexander Aff. at ¶ 4 & Attachment SJA-2) These modifications are substantially the same as those approved by the Michigan Public Service Commission for purposes of Section 271 compliance on January 13, 2002. (Id.) SBC Wisconsin's removal of the restrictions is subject to the outcome of the FCC's Triennial Review, at which time the restrictions will be reviewed and may be reinstated if consistent with that or other FCC or court ruling.[2]

2. SBC Wisconsin's modifications to existing BFR-OC processes

Notwithstanding its objection to the necessity of the revisions, and in the interest of resolving this issue, SBC Wisconsin revised its tariff to reflect a process substantially similar to that contained in the Illinois tariff for the two provisions requested by Time Warner. (See PSC of W Tariff No. 20, Part 19, Section 1, Sheet Nos. 2.1, 2.2, and 2.3 & Section 22, Sheet Nos. 4.1 and 4.2 (filed February 7, 2003); Alexander Aff. at ¶ 5 & Attachment SJA-3) The BFR-OC process used in Illinois has been modified for use in Wisconsin, as discussed in Mr. Alexander's Affidavit. (Alexander Aff. at ¶¶ 6-8)

3. SBC Wisconsin's modification of its combinations tariff to exclude collocation requirements for all EELs

To avoid any confusion, SBC Wisconsin has clarified its EELs tariff to explicitly reflect the same criteria and options for EELs that are delineated in the FCC's

[2] To the extent that the FCC's Triennial Review order modifies or clarifies issues in addition to UNE combinations, SBC Wisconsin will comply with such order pursuant to the order's terms. SBC Wisconsin reserves its rights to modify its wholesale offerings on terms consistent with the order resulting from the Triennial Review, including the elimination of any UNEs.

Supplemental Order Clarification. (PSC of W Tariff No. 20, Part 19, Section 22, Sheet Nos. 3& 4 (filed February 7, 2003); Alexander Aff. at ¶ 9 & Attachment SJA-9)); Affidavit of Scott J. Alexander at ¶ 5) The modified tariff makes plain that collocation is not required for all EELs but may be involved in some, consistent with FCC policy.

4. SBC Wisconsin's commitment to file UNE combinations amendments within ten days of execution

As Mr. Alexander avers, SBC Wisconsin hereby commits to the filing of UNE combinations amendments within ten days of execution by the last party, assuming CLEC cooperation. (Alexander Aff. at ¶ 10)

B. Checklist Item 4 – Unbundled Local Loops [47 U.S.C. § 271 (c)(2)(B)(iv)]

The Draft Order identified two areas of concern with SBC Wisconsin's unbundled loop offering. First, the Draft Order proposes that certain modifications be made to the availability and provisioning of dark fiber. Second, the Draft Order requested SBC Wisconsin to file SBC Michigan's plan for implementation of line splitting under various scenarios. SBC Wisconsin addresses dark fiber and line splitting below.

1. Dark Fiber

SBC Wisconsin set forth in detail its position on dark fiber in its Comments. (SBC Wisconsin's Comments at pp. 9-12) For sake of brevity, that position will not be repeated here. However, SBC Wisconsin renews its offer to work with CLECs to develop a mutually acceptable process to resolve any specific disputes that may arise, including use of an independent third-party to facilitate reaching an operational solution.

2. Line Splitting

The Draft Order noted that line splitting issues were extensively addressed and resolved in the SBC Michigan 271 docket before the Michigan Public Service

Commission. Accordingly, as requested by the Draft Order, SBC Wisconsin hereby files the Michigan line splitting implementation plan as Exhibit 2 to this Compliance Plan. SBC Wisconsin understands that this filing will constitute the initial step in examining the plan and that the plan will be subject to comment.

The plan that SBC Wisconsin is filing has been redlined in order to make the Michigan implementation plan compatible for use in Wisconsin. A clean version, non-redlined version is attached directly behind the redline. Those portions of the plan that have been modified are readily identifiable by examining the filed plan. These changes are limited to conforming changes for use in Wisconsin *and* to changes required to make the Michigan line splitting implementation plan consistent with federal law and Wisconsin regulatory results.

C. <u>Checklist Item 5 – Unbundled Local Transport [47 U.S.C. § 271 (c)(2)(B)(v)]</u>

The Draft Order expressed a belief that SBC Wisconsin did not satisfy this checklist item solely due to its dark fiber offering. SBC Wisconsin respectfully disagrees with this conclusion, as discussed in Section II.B.1, *supra*. That discussion is incorporated here by reference.

D. <u>Checklist Item 6 – Unbundled Local Switching [47 U.S.C. § 271 (c)(2)(B)(vi)]</u>

The Draft Order requested SBC Wisconsin to address three areas of concern regarding unbundled local switching: (1) remote access call forwarding (RACF); (2) the availability of switch features which have been grandfathered for SBC Wisconsin's retail customers; and (3) remote call forwarding (RCF).

1. RACF

As discussed by Mr. Alexander, SBC Wisconsin already complies with this aspect of the Draft Order and, in fact, was in compliance at the time the Draft Order was released. (Alexander Aff. at ¶ 10 & Attachment SJA-5) Compliance is demonstrated by Accessible Letter No. CLECAM-02-472. (Id.) Notably, SBC Wisconsin has provisioned a number of CLEC requests for this feature in Wisconsin. (Id.) Hence, this issue is resolved.

2. Grandfathering of Services

The Draft Order states that:

> "SBC Wisconsin must show that it no longer requires a BFR for CLECs ordering or using switch functionalities that were being provided for UNE or UNE-P customers, even if the retail equivalent of the service is being grandfathered."

(Draft Order, p. 25)

As set forth in Mr. Alexander's Affidavit, SBC Wisconsin's policies comport with the Draft Order. (Alexander Aff. at ¶¶ 11 – 14) The Alexander Affidavit discusses the revisions SBC Wisconsin made to its tariff in some detail.

3. RCF

The Draft Order states:

> SBC Wisconsin must report on the development of procedures for allowing migration of customers with RCF to UNE-P…and show that the procedures are being implemented in a timely manner."

(Draft Order, p. 25).

As detailed in Mr. Alexander's Affidavit, SBC Wisconsin has already complied with this concern raised in the Draft Order. (Alexander Aff. at ¶¶ 15-17) Based on this discussion, SBC Wisconsin has complied with the Draft Order's requirement that it report on the development of procedures for allowing the migration of customers with RCF to UNE-P.

CONCLUSION

SBC Wisconsin believes that its current offerings and policies satisfy each of the checklist items required for Section 271 approval. This current filing clarifies any gray areas or ambiguities that may have existed at the time the Draft Order was released. With the filing of this Compliance Plan, SBC Wisconsin submits that there are no remaining issues left in Phase I, and the Commission's investigation should now focus on those issues properly part of Phase II.

Dated: February 7, 2003.

Respectfully submitted,

Jordan H. Hemaidan
MICHAEL BEST & FRIEDRICH LLP
One South Pinckney Street
P. O. Box 1806
Madison, WI 53701-1806
(608) 257-3501

Peter J. Butler
AMERITECH WISCONSIN
14^{TH} Floor
722 North Broadway
Milwaukee, WI 53202
(414) 270-4557

COUNSEL FOR SBC WISCONSIN

Exhibit 1

BEFORE THE
PUBLIC SERVICE COMMISSION OF WISCONSIN

Petition of Wisconsin Bell, Inc.,	)	
for a Section 271 Checklist Proceeding	)	**Docket No. 6720-TI-170**

PHASE I COMPLIANCE AFFIDAVIT

OF

SCOTT J. ALEXANDER

ON BEHALF OF SBC WISCONSIN

February 7, 2003

I, Scott J. Alexander, being of lawful age and duly sworn upon my oath, do hereby depose and state as follows:

INTRODUCTION

1. My name is Scott J. Alexander. My business address is 2000 W. Ameritech Center Drive, Room 4G46, Hoffman Estates, Illinois 60196. I am currently employed as Director-Wholesale Marketing for SBC-Midwest. I am the same Scott J. Alexander who has filed prior affidavits with the Public Service Commission of Wisconsin ("Commission" or "PSCW") on behalf of SBC Wisconsin in Phase I of this proceeding.

PURPOSE OF AFFIDAVIT

2. In its comments filed on January 31, 2003 in this proceeding, SBC Wisconsin addressed certain items set forth in the Commission's January 15, 2003 Draft Decision for Phase I ("Draft Order").[1] The purpose of this affidavit is to demonstrate SBC's policies and offerings for items related to SBC Wisconsin's "Compliance Plan" as discussed in SBC Wisconsin's January 31 Comments ("January 31 Comments").

CHECKLIST ITEM (i) – INTERCONNECTION

3. In its January 31st Comments, SBC Wisconsin stated that it is working with Norlight to migrate Norlight's OC-48 circuits. Upon further review of circuit-related billing information associated with Norlight's Milwaukee and Madison OC-48 migration project, it is evident that this project involves circuits that were ordered as interstate access

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[1] Decision, Petition of Wisconsin Bell, Inc., for a Section 271 Checklist Proceeding, PSCW Docket No. 6720-TI-170, (January 15, 2003).

services under FCC Tariff No. 2. Thus, as counsel discusses in the brief, this issue is not relevant to this checklist review proceeding. In any event, SBC Wisconsin is working diligently with Norlight on this project. In fact, SBC Wisconsin recently completed the physical work associated with Norlight's Milwaukee OC-48 circuit migrations, and will continue to work closely with Norlight for the balance of the project.

CHECKLIST ITEM (ii) - UNBUNDLED NETWORK ELEMENTS

4. The Draft Order states that SBC Wisconsin must submit a Compliance Plan to:

> "Modify its combinations offerings to exclude the restrictions outlined by AT&T." (Draft Order, p. 22).

In its January 31st Comments, SBC Wisconsin stated that it would make modifications similar to those made by SBC Michigan to its UNE combinations offerings, which were approved by the Michigan Public Service Commission (MPSC) on November 7, 2002, and January 13, 2003 as part of the MPSC's section 271 Consultative Report.[2] Accordingly, SBC Wisconsin has modified its UNE combination tariff and has deleted numbered paragraph 4 from Sheet No.1.1 of Tariff P.S.C. of W. No. 20, Part 19, Section 22.[3] This tariff modification was filed on February 7, 2003. I have attached the revised tariff sheet as Attachment SJA-1.

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[2] Opinion and Order, In the matter, on the Commission's own motion, to consider Ameritech Michigan's compliance with the competitive checklist in Section 271 of the federal Telecommunications Act of 1996, Case No. U-12320, at 7 (MPSC Nov. 7, 2002); and Report of the Michigan Public Service Commission, In the Matter, on the Commission's Own Motion, to Consider SBC's, f/k/a Ameritech Michigan, Compliance with the Competitive Checklist in Section 271 of the Federal Telecommunications Act of 1996, Case No. U-12320, at 46-47 (MPSC Jan. 13, 2003).

[3] Consistent with the Draft Order (p. 116), SBC Wisconsin's modifications to its offerings, including removal of the restrictions identified by AT&T, is subject to the outcome of the FCC's Triennial Review (as well as any other change of law or regulation), such that those offerings will be reviewed and may be modified consistent with the Triennial Review order or other change in law or regulation.

In addition, SBC Wisconsin will offer CLECs an interconnection agreement amendment whereby a CLEC may amend its existing, effective agreement to incorporate the provisions of certain SBC Wisconsin tariffs for UNE combinations. I have attached the Wisconsin UNE Combinations Tariff Amendment as Attachment SJA-2. This document will be promptly posted to SBC Wisconsin's web site and will be available for CLECs to request as an amendment to their interconnection agreements.

5. The Draft Order states that SBC Wisconsin must submit a Compliance Plan to:

> "Modify its combinations offerings to include the BFR-OC processes discussed by Time Warner and included in the Illinois combinations offering."
> (Draft Order, p. 22).

In its January 31 Comments, SBC Wisconsin stated that it would agree to revise its tariff to reflect substantively the same BFR-OC process as provided by SBC-Illinois. Accordingly, SBC Wisconsin, has revised the following pages in P.S.C. of W. Tariff No. 20, Part 19:

> Section 1, Sheet No. 2.1, 2,2, and 2.3; and
> Section 22, Sheet Nos. 4.1 and 4.2.

I have attached the revised tariff pages as Attachment SJA-3. With these revisions, which were filed on February 7, 2003, SBC Wisconsin's BFR-OC tariff provisions are substantively the same as those in SBC Illinois' tariff. I will discuss below three areas where SBC Wisconsin has slightly modified the language in the BFR-OC offering from that contained in the Illinois offering.

6. In the second bullet point on Sheet No. 2.2 (see Attachment SJA-3), SBC Wisconsin has provided language that clarifies the responsibility of the requesting carrier to submit a

technical description of the telecommunications service that the requesting carrier wishes to provide through an "ordinarily combined" set of UNEs. This clarification is appropriate because it will assist SBC Wisconsin in understanding and processing the CLEC's BFR-OC request, and allow for a timely response given the short timeframes associated with the streamlined BFR-OC process. This clarification also makes it clear that SBC Wisconsin's BFR-OC process does not limit a CLEC's BFR-OC request to those telecommunications services that SBC provides through its retail offerings.

7. In addition, SBC Wisconsin's tariff will reflect an initial BFR-OC acknowledgment interval of two (2) *business* days (see tariff Sheet 2.2 of Attachment SJA-3), rather than the two *calendar* day interval contained in the Illinois tariff. It is SBC Wisconsin's position that this reflects reasonable business practice and will enable SBC Wisconsin to meet the interval when a BFR-OC request is received, for example, on a Friday afternoon.

8. Finally, on Sheet No. 2.3 (see Attachment SJA-3), SBC Wisconsin has streamlined the language regarding information provided when it denies a requesting carrier's BFR-OC request. It is SBC Wisconsin's position the above changes are responsive to the Draft Order on the subject of the BFR-OC process.

9. The Draft Order states that SBC Wisconsin must submit a Compliance Plan to:

> "Modify its combinations offerings to exclude collocation requirements for EELs." (Draft Order, p. 22).

In its January 31st Comments, SBC Wisconsin stated that it would modify its EEL tariff to reflect the same criteria and options for EELs as delineated in the FCC's Supplemental

Order Clarification.[4] Accordingly, SBC Wisconsin has filed modifications to its EEL tariff on February 7, 2003 (specifically, Sheet Nos. 3, and 4 of P.S.C. of W. Tariff No. 20, Part 19, Section 22), so that the tariff reflects the same criteria and options for EELs that are delineated in the FCC's Supplemental Order Clarification.[5] I have attached the revised tariff sheets as Attachment SJA-4. Furthermore, this approach is consistent with the PSCW's holding in the Draft Order (p.117) that existing circuits that are converted to EELs and new EELs are to be subject to the same conditions.

10. The Draft Order states that SBC Wisconsin must submit a Compliance Plan to:

> "Commit to filing UNE combinations amendments within 10 business days of execution." (Draft Order, p. 22).

In its January 31st Comments, SBC Wisconsin stated that, to avoid further concern on this matter, it would include a commitment relative to timely filing of UNE combinations amendments. Accordingly, SBC Wisconsin commits that it will file UNE combinations amendments within ten business days following the last executed signature, provided there is prompt return of executed documents to SBC Wisconsin by the CLEC.

CHECKLIST ITEM (vi): UNBUNDLED SWITCHING

REMOTE ACCESS TO CALL FORWARDING (RACF)

11. The Draft Order states that:

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4 Supplemental Order Clarification, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 9587 (2000) ("Supplemental Order Clarification").

5 It should be noted that these are the same criteria contained in SBC Wisconsin's effective tariff for the conversion of existing special access circuits to EELs (Tariff P.S.C. of W. No. 20, Part 19, Section 19). That tariff is consistent with the Supplemental Order Clarification (para. 22), and specifies three options under which the CLEC may meet the FCC's criteria to demonstrate that the EEL is being used to provide a "significant amount of local exchange service" to the end user.

"SBC Wisconsin must provide RACF as described by AT&T."

(Draft Order, p. 25).

SBC Wisconsin complies with the Draft Order and, accordingly, has provided CLECs with ordering information regarding RACF. On November 11, 2002, Accessible Letter No. CLECAM-02-472 was issued to provide updated ordering information for CLECs to use in requesting access to RACF as an unbundled local switching (ULS) switch port feature. The November 11, 2002 Accessible Letter is attached as Attachment SJA-5. The RACF feature is currently available for CLECs to request, where available, using a standard local service request (LSR). Further, SBC Wisconsin has provisioned a number of CLEC requests for this feature. Hence, this issue is resolved.

GRANDFATHERING OF SERVICES

11. The Draft Order states that:

> "SBC Wisconsin must show that it no longer requires a BFR for CLECs ordering or using switch functionalities that were being provided for UNE or UNE-P customers, even if the retail equivalent of the service is being grandfathered." (Draft Order, p. 25)

SBC Wisconsin's policies comport with the Draft Order. As discussed in the January 31st Comments, SBC Wisconsin does not require a CLEC to submit a BFR for access to an unbundled switch port feature for which the retail equivalent of the service is being grandfathered. For example, although SBC had previously "grandfathered" RACF, SBC Wisconsin did not, and does not, require CLECs to submit a BFR to obtain that capability, where the capability is loaded and activated in SBC Wisconsin's end office switch. To help avoid future confusion on this issue SBC Wisconsin has reviewed its online CLEC handbook information and made several changes.

12. The Draft Order states that:

> "SBC Wisconsin must make all switch features available to CLECs. If the switch feature is currently active, such as RACF, then it should be make [sic] available immediately to CLECs without the use of a BFR. If the switch feature is not currently activated, and has not been activated in the past, the BFR process is appropriate."
> (Draft Order, p. 177)

Based on discussions in the Wisconsin collaborative workshops, SBC Wisconsin agreed to make certain revisions to its unbundled switching tariffs to eliminate language that some CLECs alleged appeared to limit the offering to only those features provided by SBC Wisconsin to its retail end users. Accordingly, an "Illustrative Tariff" dated "8/21/02" was shared with the parties on August 23, 2002. The changes proposed in the Illustrative Tariff were filed with the Commission on October 4, 2002, and became effective on October 7, 2002. The following summarizes the highlights of those changes, which are currently effective in Tariff No. 20, Part 19, Section 21, Sheet No. 2[6]:

> SBC Wisconsin revised language on this Sheet to clarify that the "ULS capability of ULS-ST...provides access to all features, functions, and capabilities of the switch"; and that
>
> "Access to features, functions and capabilities loaded in the switch but not activated, or access to features loaded and activated, but which are not offered by the Company, including not offered by the requesting telecommunications carrier (e.g., a feature offered with one port type but sought for another port type), shall be requested through the Bona Fide Request Process"

In addition, the tariff defines what is meant by the terms "loaded" and "activated" with respect to a switch port feature. In particular, the term "activated" is defined in the tariff as:

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[6] Similar language changes were also made on Sheet No. 4 of Part 19, Section 21and on Sheet Nos. 5 and 7 of Part 19, Section 3.

> "Activated in the switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with ULS are in place." (P.S.C. of W. Tariff No. 20, Part 19, Section 21, Sheet No. 2).

The practical implication of this tariff language is that, as a general matter, a CLEC is not required to submit a BFR when the requested switch feature is loaded in the switch *and* activated. This provision is consistent with the discussions in the workshops and with the Draft Order. Moreover, it must be recognized that, in some cases, a feature might be requested as a ULS feature, but all underlying processes may not have been previously developed for use in the UNE environment (e.g., ordering, provisioning and billing). For example, this may occur in the case where there was no previous demand for a feature, or where provisions for a feature were not included in the CLEC's interconnection agreement. In such a case, a BFR is the appropriate way for the CLEC to make such a request to SBC Wisconsin.[7]

13. It is important to note that, even in the case of RACF, where SBC Wisconsin does *not* require the use of a BFR, that feature could not be "immediately" made available due to the need for SBC Wisconsin to verify where the feature was loaded and activated, and to ensure that ordering and provisioning processes would function properly in the UNE environment. In that situation, SBC Wisconsin promptly investigated and addressed the CLEC's request for access to RACF, and upon concluding the necessary investigation and preparatory work, published an Accessible Letter that provided necessary ordering and feature availability information to the CLECs.

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[7] The purpose of such a BFR is to obtain the particulars of the CLEC's request (e.g., demand information, geographic locations, technical details, etc.).

14. It is SBC Wisconsin's position that its effective unbundled switching tariffs (which were modified last October based on the discussions in the collaborative workshops) are consistent with its obligations under the Act, including the section 271 checklist obligations. It is instructive to note that, in the BellSouth Louisiana 271 proceeding,[8] the FCC recognized the need, before offering a vertical feature for the first time, for a BOC to ensure that the requested feature will not cause adverse network reliability effects, to modify its systems to accept orders, and to develop maintenance routines to resolve problems. This supports SBC Wisconsin's position that every feature a CLEC might request cannot necessarily be made "immediately" available -- even when the feature is loaded in the switch. Accordingly, SBC Wisconsin's unbundled switching offerings are consistent with section 271.

REMOTE CALL FORWARDING (RCF)

15. The Draft Order states:

> "SBC Wisconsin must report on the development of procedures for allowing migration of customers with RCF to UNE-P...and show that the procedures are being implemented in a timely manner."
> (Draft Order, p. 25).

SBC Wisconsin complies with Draft Order. As discussed in its January 31st Comments, SBC Wisconsin is ready and willing to implement a near-term solution that will permit the CLEC's customers with RCF service to migrate their dial tone service to the CLEC via UNE-P while also migrating the RCF service to a CLEC-provided, resale-based RCF service.

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[8] *Memorandum Opinion and Order,* BellSouth 271 Application for Louisiana, CC Docket No. 98-121, FCC 98-271 (rel. Oct. 13, 1998), para. 220.

To provide for this capability in the immediate term, SBC Wisconsin has developed a work around solution that a CLEC can use to convert an end user's dial tone service to UNE-P, while at the same time converting the customer's existing RCF arrangement to the resale-based version of RCF.[9] Internal testing of this near-term solution has been completed and live testing of coordinated local service request (LSR) orders is planned between Z-Tel and SBC Illinois. This will ensure that the CLEC can migrate its end-user's dial tone service to UNE-P, while at the same time migrating the RCF functionality to the resale-based offering. This solution will alleviate the perceived "need" for a customer to "forgo" its RCF capabilities when the customer changes its dial tone service to a UNE-P based CLEC.

16. SBC is currently investigating the feasibility of developing RCF as a UNE switch port-based wholesale service, using switch-based line class codes and translations.[10] While this investigation continues, SBC Wisconsin will make the "migration" of RCF available to CLECs using the near term solution I discussed above. Functionally, there would be no difference between a UNE switch port-based version and a resale version of RCF.

17. Therefore, based on the above, SBC Wisconsin has complied with the Draft Order's requirement that it report on the development of procedures for allowing the migration of customers with RCF to UNE-P. SBC Wisconsin has provided Z-Tel with information to

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9 RCF has been available to CLECs through SBC Wisconsin's resale offerings for some time (Tariff P.S.C. of W. No. 20, Part 22, Section 7, Sheet No. 7).

10 The existing RCF service, as configured, is not compatible with the AIN-based systems used to record usage on the ULS-ST UNE. Thus, a line class code solution is being investigated. The AIN-based systems used by SBC Wisconsin to record usage on the ULS-ST UNE were implemented to satisfy SBC Wisconsin's obligations under the FCC order approving the merger of SBC and Ameritech, which required SBC Wisconsin to implement ULS-ST in such a fashion.

facilitate the submission and handling of test orders in the live environment. SBC Wisconsin will issue an accessible letter describing the ordering requirements associated with the near term RCF "migration" solution, upon the conclusion of live testing.

CONCLUSION

18. This concludes my affidavit.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on February 7, 2003.

Scott J. Alexander
Director – Wholesale Marketing

STATE OF ILLINOIS

COUNTY OF

Subscribed and sworn to before me this 7th day of February 2003.

Edith Smith
Notary Public

OFFICIAL SEAL
EDITH SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/21/04

Attachment SJA-1

1. PROVISION OF NEW UNE-P AND EEL COMBINATIONS (cont'd)

General (cont'd)

A new combination involving UNEs shall only be provided to telecommunications carriers for use in the provision of telecommunications services as specified and to the extent required by and subject to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act"), including the rules, regulations, and orders of the FCC and *Verizon Comm. Inc.*, and to the extent not inconsistent therewith, the rules, regulations, and orders of the Commission and any other applicable law.

Beyond actually making the physical connection pursuant to this Section for New UNE-P and New EEL, nothing in this Tariff shall impose any obligation on the Company to provide a UNE, or a new UNE combination involving UNEs (including those with the requesting telecommunications carrier's network elements), beyond those obligations imposed by the Act, including the rules and orders of the FCC and *Verizon Comm. Inc.*, and to the extent not inconsistent therewith, the rules and orders of the Commission and any other applicable law.

The Company's obligations to provision a new combination involving UNEs, including a New UNE-P and a New EEL, for the provision of a telecommunications service defined above shall apply only in situations where:

1. it is technically feasible, including that network reliability and security would not be impaired;
2. it would not impair the ability of other carriers to obtain access to UNEs or to interconnect with the Company's network;
3. the Company's ability to retain responsibility for the management, control, and performance of its network would not be impaired.

(D)

(D)

Attachment SJA-2

WISCONSIN UNE COMBINATION TARIFF AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTION 251 OF THE TELECOMMUNICATIONS ACT OF 1996

This Wisconsin UNE Combination Tariff Amendment to the Interconnection Agreement under Section 251 of the Telecommunications Act of 1996 (the "**Amendment**") is dated as of _______ 200__, by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin "**SBC Wisconsin**") and [CLEC], with its principal offices at [CLEC Address] ("**CLEC**").

WHEREAS, SBC Wisconsin and CLEC are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of [Insert Date] (the "**Agreement**");

WHEREAS, SBC Wisconsin has effective Wisconsin intrastate tariffs on file with the Public Service Commission of Wisconsin ("Commission") regarding the combining of unbundled network elements ("UNEs");

WHEREAS, SBC Wisconsin is willing through this Amendment to incorporate such Wisconsin intrastate tariffs into the Agreement; and

WHEREAS, CLEC wishes to incorporate into the Agreement those SBC Wisconsin tariffs.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

1.0 INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2.0 AMENDMENT TO THE AGREEMENT

2.1 Except upon request of CLEC, SBC Wisconsin shall not separate CLEC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) SBC Wisconsin is not prohibited from or otherwise limited in separating any UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other SBC Wisconsin offering(s).

2.2 On and after the Amendment Effective Date (as defined herein), the Agreement is hereby amended by referencing and incorporating SBC Wisconsin's intrastate tariff found at Tariff P.S.C. of W. No. 20, Part 19, Sections 15 (entitled "Provision of Existing Combinations of Network Elements"), 19 (entitled "Reconfiguration of Special Access to UNE Combinations"), and 22 (entitled "Provision of New UNE-P and EEL Combinations"). Collectively, such Sections 15, 19, and 23 are referred to herein as the "Combinations Tariffs."

2.3 Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the incorporation of the Combinations Tariffs such that the Combinations Tariffs are only available strictly in accordance with their respective provisions and as set forth herein. Nothing in the Agreement (including this Amendment) expands, contracts, or otherwise affects either Party's rights or obligations under the Combinations Tariffs, which are available strictly in accordance with their respective provisions and as set forth herein. Notwithstanding the foregoing, any tariffs referenced by and/or incorporated into a Combinations Tariff (a "Secondary Tariff") are expressly neither referenced nor incorporated into this Amendment, and do not otherwise have any effect as a result of this Amendment except as noted below in this Section. Accordingly, by way of example only, the terms and conditions (including prices) in the Agreement for an unbundled 2-wire analog loop shall continue to apply even though such a loop is provided as part of a UNE combination under a Combinations Tariff, notwithstanding any reference to a Secondary Tariff and its terms and conditions (including rates) for unbundled loops in that Combinations Tariff. The rates in the Combinations Tariffs and any such Secondary Tariff may supplement the Agreement terms and conditions (including rates) wherever there is a rate element that would be applicable under a Combinations Tariff or Secondary Tariff, as the case may be, and the Agreement does not have a counterpart to the tariffed rate element and associated rate. This Amendment shall be interpreted and applied accordingly.

3.0 AMENDMENT EFFECTIVE DATE

3.1 This Amendment shall be effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"). In no event shall the Amendment be effective if the Agreement is not yet effective.

4.0 EFFECT OF A TARIFF CHANGE

4.1 The reference and incorporation of the Combinations Tariffs automatically includes, without the need for any further amendment to the Agreement, any revisions or modifications to any Combinations Tariff (or to any Secondary Tariff to the extent of its limited effect and application as set forth in Section 2.3), including those arising from any Commission investigation thereof as well as any subsequent revision or modification made thereto (including any withdrawal), when and as effective under Wisconsin law.

5.0 TERM OF AMENDMENT

5.1 This Amendment will become effective as of the Amendment Effective Date, and shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the Agreement.

6.0 APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

6.1 The Parties acknowledge and agree that, with the exception of Section 2.1 of this Amendment, the Combinations Tariffs and any Secondary Tariffs (as applicable) constitute tariff terms, conditions and/or prices, and/or are arbitration results and/or prices and, as such, they and all legitimately related provisions do not qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order,* CC Docket 98-141 (rel. October 8, 1999) or any other applicable MFN Merger Conditions or terms and are not available in any state other than Wisconsin.

6.2 The Parties acknowledge and agree that each rate, term and condition ("Provision(s)") in this Amendment is consideration for, a condition of and legitimately related to every other Provision in or referred to in this Amendment and the Agreement itself. The Parties further acknowledge and agree that the Provisions set forth in this Amendment are non-severable from each other, or from the Agreement.

7.0 RESERVATIONS OF RIGHTS

7.1 SBC Wisconsin reserves the right to modify or withdraw the Combinations Tariffs and any Secondary Tariff, in whole or in part, including as a result of any legislative, regulatory, administrative or judicial action that affects in any way the Combinations Tariffs or a Secondary Tariff. This Section is cumulative, and applies in accordance with its terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

7.2 SBC Wisconsin's provision of UNEs identified in the Agreement and this Amendment is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on May 24, 2002, the United States District Court for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996,* (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98 (collectively the "Orders"). By entering into this Amendment which makes available certain UNEs and/or UNE combinations, neither Party waives any of its rights with respect to such Orders, including but not limited to each Party's right to dispute whether any UNEs identified in the Agreement and this Amendment must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

7.3 The Parties acknowledge and agree that the certain of the Combinations Tariffs as well as the Secondary Tariffs, in whole or in part, were filed as ordered by the Commission in its orders, rulings or decisions ("Decisions"). The Parties further acknowledge and agree that this Amendment (and the actions taken pursuant hereto) does not constitute a waiver or otherwise affect any legal or equitable rights of review and remedies (including agency reconsideration and court review), or any argument made or position taken in connection therewith, with respect to any Decision or any remand thereof. In the event that any reconsideration, remand proceeding, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies or otherwise affects any such Decision, either Party may, by providing written notice to the other Party, require that any affected provisions of this Amendment or the Agreement be deleted or renegotiated, as applicable, in good faith and that the Agreement be amended accordingly. If such an amendment to the Agreement is not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement.

7.4 This Amendment does not in any way prohibit, limit, or otherwise affect either Party (or any of its affiliates) from taking any position with respect to the Combinations Tariffs or any Secondary Tariff, or any tariff revision or modification thereto; or from raising and pursuing its rights and abilities with respect to the Combinations Tariffs or any Secondary Tariff, or any such tariff revision or modification, or any legislative, regulatory, administrative or judicial action with respect to any of the subjects involving any of the foregoing.

8.0 MISCELLANEOUS

8.1 The Agreement, as amended hereby, shall remain in full force and effect until terminated pursuant to its terms. On and from this Amendment's Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

8.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

8.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment constitutes the entire amendment of the Agreement, and supersedes all previous proposals, both verbal and written.

8.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the Amendment Effective Date.

ıchment SJA-3

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1. GENERAL (cont'd) (N)

A. DESCRIPTION (cont'd)

Bona Fide Request for an Ordinarily Combined Combination (BFR-OC) (cont'd)

A new UNE combination will be considered "ordinarily combined" unless (1) the Company does not provide services using such a combination of unbundled network elements, (2) where the Company does provide services using such combinations, such provisioning is extraordinary (i.e., a limited UNE combination created in order to provide service to a customer under a unique and generally nonrecurring set of circumstances), or (3) the UNE combination contains a network element, feature, functionality, or facility that the Company is not required to provide as, or in conjunction with, an Unbundled Network Element.

A telecommunications carrier who submits a BFR-OC shall provide:

- a technical description of each requested feature, capability, functionality or unbundled network element requested including specification of what UNEs the telecommunications carrier requests the Company to combine, or

- a technical description of the telecommunications service that the requesting telecommunications carrier wishes to provide through an ordinarily combined combination of UNEs.

BFR-OC Notification Process

The Company will acknowledge receipt of the BFR-OC to the Commission and the requesting telecommunications carrier within two business days of receipt of the BFR-OC.

The Company will notify both the Commission and the requesting telecommunications carrier each time additional information is requested by the Company to establish a complete BFR-OC request. The notice will identify the information that is required by the Company. The telecommunications carrier is responsible for supplying the requested information and any related information needed to complete its BFR-OC request to the Company.

The Company will notify the Commission and the requesting telecommunications carrier within two business days of the Company's completion of each step in the handling of the BFR-OC. Notification will not be initiated until the requesting telecommunications carrier submits all BFR-OC information required by the Company. (N)

1. GENERAL (cont'd) (N)

A. DESCRIPTION (cont'd)

BFR-OC Notification Process (cont'd)

For each complete BFR-OC, the Company will notify the requesting telecommunications carrier within 10 calendar days of receipt of the complete BFR-OC whether the Company will accept or deny the BFR-OC.

For each complete BFR-OC denied by the Company, the Company will provide the Commission and the requesting telecommunications carrier a complete explanation of the grounds for any denial of any BFR-OC within two business days of the Company's decision. The Company's denial should include at a minimum, the statutory grounds for denial, the factors that support the denial and the identity of the Company's representative responsible for the denial. If the BFR-OC is denied, the requesting telecommunications carrier may, at its option, resubmit the request as a standard BFR, according to the provisions of the requesting telecommunications carrier's interconnection agreement, or in the absence of an approved interconnection agreement according to the provisions of Section 1 of this Part.

For each complete BFR-OC accepted by the Company, the Company will provide the requesting telecommunications carrier a preliminary analysis (i.e., a high level estimate of the rate for the requested UNE combination together with general terms and conditions that apply to the offering) within 30 calendar days of receipt of the complete BFR-OC.

If the requesting telecommunications carrier notifies the Commission and the Company within 30 calendar days of receipt of the Company's preliminary analysis that the requesting telecommunications carrier wants the Company to proceed with development of the "ordinarily combined" unbundled network elements, the Company will provide the requesting telecommunications carrier and the Commission a Final Quote within 60 calendar days of receipt of the requesting telecommunications carrier's notification to proceed. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions.

The Company will waive its standard fees associated with the costs for the development of the Company's Preliminary Analysis and Final Quote in the case of a BFR-OC. (N)

Provisions and procedures for placing a Bona Fide Request (BFR) or (T)
BFR-OC are found on the Company's website. (T)

None of the time periods shall begin to run until all BFR-OC information (N)
required by the Company is received. (N)

Disputes regarding technical or operational matters may be referred to the Commission.

1. PROVISION OF NEW UNE-P AND EEL COMBINATIONS (cont'd)

Bona Fide Request Process for Ordinarily Combined Combinations (BFR-OC)

A BFR-OC is a telecommunications carrier's written request to the Company to provide an ordinarily combined combination of unbundled network elements not specifically identified elsewhere in this Section. The BFR-OC Process, as described in Section 1 of this Part, may only be (T) used by requesting telecommunications carrier for those new UNE (T) combinations that are "ordinarily combined" by the Company. A new UNE combination will be considered "ordinarily combined" unless (1) the Company does not provide services using such a combination of unbundled network elements, (2) where the Company does provide services using such combinations, such provisioning is extraordinary (i.e., a limited UNE combination created in order to provide service to a customer under a unique and generally nonrecurring set of circumstances), or (3) the UNE combination contains a network element, feature, functionality, or facility that the Company is not required to provide as, or in conjunction with, an Unbundled Network Element.

(D)

(D)

1. PROVISION OF NEW UNE-P AND EEL COMBINATIONS (cont'd)

(D)

(D)

Attachment SJA-4

1. PROVISION OF NEW UNE-P AND EEL COMBINATIONS (cont'd)

Enhanced Extended Loop (EEL)

Enhanced Extended Loop (EEL) is a new combination of UNEs consisting of certain Unbundled Local Loops and certain Unbundled Dedicated Transport combined by the Company, using the appropriate Cross-Connects and, where needed, multiplexing. The New EEL consists of an Unbundled Local Loop (T) (joining a telecommunications carrier's end user's premises and a Company central office serving that end user where the telecommunications carrier need not be physically collocated), connected to Unbundled Dedicated (T) Transport (UDT), e.g., joining the Company central office serving that (T) end user to a telecommunications carrier's collocation arrangement in another Company central office in the same LATA. The Unbundled Local (T) Loop and Unbundled Dedicated Transport, including multiplexing options, that constitute a New EEL when combined under this Part 19, Section 22 (T) are described in Section 2, Unbundled Loops and HFPL, and Section 12, Unbundled Interoffice Transport.

The telecommunications carrier may request, subject to the terms and conditions contained in this Section, the Company to perform the work to combine the UNEs specified below so that the telecommunications carrier can obtain the following types of New EELs: (T)

- 2-Wire Analog Loop to DS1 or DS3 Dedicated Transport facilities
- 4-Wire Analog Loop to DS1 or DS3 Dedicated Transport facilities
- 2-Wire Digital Loop to DS1 or DS3 Dedicated Transport facilities
- 4-Wire Digital Loop(DS1 Loop) to DS1 or DS3 Dedicated Transport facilities

The telecommunications carrier is responsible for specifying any needed (N) multiplexing to establish the requested New EEL. The telecommunications carrier will order each loop as needed and provide the Company with the Channel Facility Assignment (CFA) to the Unbundled Dedicated Transport. (N)

All terms, conditions, regulations and application of rates/charges as well as the rates and charges themselves contained in Sections 2 and 12 of this Part, apply to this Section, except as specified below: (T)

- Consistent with the FCC's Supplemental Order Clarification as referenced below and delineated in Section 19 of this Part, Collocation is: (N)
  - Only required on one end of the UDT portion of the New EEL in cases where the telecommunications carrier has chosen Option 1 or 2 to certify a significant amount of local exchange service; and
  - not required where the telecommunications carrier has chosen Option 3 to certify a significant amount of local exchange service.

(N)

1. PROVISION OF NEW UNE-P AND EEL COMBINATIONS (cont'd)

Enhanced Extended Loop (EEL) (cont'd)

(D)

(D)

The New EEL is only offered under this Section and shall only be provided to the telecommunications carrier to the extent the New EEL is used to provide a significant amount of local exchange service to a particular end user customer. The telecommunications carrier must demonstrate compliance with one of the criteria set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (released June 2, 2000), including, but not limited to, the requirements prohibiting the New EEL from being connected to the Company's tariffed access services and the requirements that each circuit riding a higher capacity facility carry the required amount of local exchange service. These criteria are the same as delineated in Section 19 of this Part and are incorporated here by reference, including the three qualifying alternative criteria and requirements for initial qualification and on-going qualification. In addition, New EELs may not be connected to a telecommunications carrier's meet-point billed circuits. (T)

The telecommunications carrier's use of the New EEL and its provision of telecommunications services is as specified, and subject to, the Act, and to the extent not inconsistent therewith, the rules, regulations, and orders of the FCC and the Commission, and any other applicable law. (T)

Attachment SJA-5

Date: **November 11, 2002**

Number: **CLECAM02-472**

Effective Date: **11/08/02**

Category: **UNE- P**

Subject: **(ORDERING AND PROVISIONING) Remote Access to Call Forwarding (RACF) as Unbundled Local Switching (ULS) Feature**

Related Letters: **CLECAM02-276**

Attachment: **Yes**

States Impacted: **Ameritech Region**

Response Deadline: **NA**

Contact: **Account Manager**

Conference Call/Meeting: **NA**

This Accessible Letter provides updated information regarding CLECs requests for access to Remote Access to Call Forwarding (RACF) as an Unbundled Local Switching (ULS) feature.

CLEC Online has been modified to include RACF as a ULS feature where available. This information may be located in the ordering section for UNE in the CLEC Handbook (https://clec.sbc.com/clec). The RACF feature may be ordered using these procedures, for the switches set forth in the attached list, where the RACF feature is current resident (loaded), the required software license has been obtained, and supporting translations are in place.

"RACF CLLIs.xls"

With respect to other SBC Ameritech switches, the RACF feature may be requested pursuant to the provisions of a CLEC's interconnection agreement (ICA) or under tariff, where applicable.

SBC Ameritech reserves the right to make any modifications to or to cancel the above information. Should any modifications be made to the information, these modifications will be reflected in a subsequent letter. SBC Ameritech will incur no liability to the CLECs if such information is modified by SBC Ameritech.

Exhibit 2

~~Michigan~~ Wisconsin Public Service Commission

~~October 3, 2002 Opinion and Order in Case No. U-12320~~January 15, 2003 Proposed Phase I Decision

Re: Line Sharing and Line Splitting

SBC ~~Ameritech Michigan Amended~~Wisconsin Proposed Compliance Plan

~~December 11, 2002~~February 4, 2003

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~~Michigan~~ Wisconsin Public Service Commission
January 15, 2003 Proposed Phase I Decision ~~October 3, 2002 Opinion and Order in Case No. U-12320~~
Re: Line Sharing and Line Splitting
SBC ~~Ameritech Michigan Amended~~Wisconsin Proposed Compliance Plan

Wisconsin Introduction and Summary

The Draft Order, prepared by PSCW Staff and dated January 15, 2003, raised questions regarding SBC Wisconsin's compliance with the line splitting obligations of Checklist Item 4. SBC Wisconsin respectfully submits that its current line splitting offering, which is the same as approved by the FCC for its affiliates in Texas, Kansas, Oklahoma, Arkansas, Missouri and California, meets all Section 271 requirements. The Draft Order, however, directed SBC Wisconsin to file the Michigan Compliance Plan in this docket[1], at which time the Commission would seek comments from any interested parties regarding the applicability of the Michigan Compliance Plan to SBC Wisconsin. As requested, SBC Wisconsin has prepared this proposed Wisconsin Line Splitting Compliance Plan (the "Plan").

This Plan has been redlined to modify the Michigan Implementation Plan for use in Wisconsin. Accordingly, this Plan addresses the two "types" of line splitting issues that were identified in the Draft Order. The first is the migration of voice service to a CLEC from SBC Wisconsin when an SBC affiliate is providing advanced services over the HFPL on the same loop, and the new voice CLEC has opted into and complied with a provision similar to section 9.2.2.3.5 of the AT&T interconnection agreement. The second situation is a similar voice migration, but the new voice CLEC either may or may not have a line splitting arrangement with the data provider if not affiliated with SBC; or the new voice CLEC has not opted into or complied with a provision similar to section 9.2.2.3.5 of the AT&T interconnection agreement, if the data is provided by an SBC affiliate. SBC Wisconsin's proposed Plan addresses each of these situations.

The Michigan Commission and the Draft Order proceed on the common assumption that SBC should not reject orders when line sharing ends, because the end user migrates its voice service from SBC retail to a CLEC. The Michigan Implementation Plan, and this draft Plan, address various options that exist regarding data services that had been provided on the HFPL for four common scenarios. This draft Plan follows the Michigan Plan except for two conforming changes: the first change is needed to address the AT&T contractual option noted above, which is available in Wisconsin, but not in Michigan; the second change is required to make the Wisconsin Plan consistent with federal law. These two changes are discussed below. In addition, the status of making available SBC Wisconsin-owned splitters for purposes of line splitting is addressed below.

[1] The Michigan Public Service Commission addressed these line splitting issues in its December 20, 2002, March 29, 2002 and October 3, 2002, Orders in Case No. U-12320 (collectively referred to as the "Michigan Order.") In response to those Orders, SBC Michigan filed a Compliance Plan on November 4, 2002, which was amended on December 11, 2002. This draft Wisconsin Plan is based on the Amended Compliance Plan dated December 11, 2002 and filed in Case No. U-12320.

1. Mandatory Line Splitting

The Michigan Commission held that it could not require the data provider to engage in a line splitting arrangement, even if the data provider was an SBC affiliate. The Draft Order is consistent with this approach but notes that in Wisconsin there is one approved interconnection agreement that could require SBC's advanced services affiliate (AADS) to line split with the new voice CLEC. The Draft Order cites Section 9.2.2.3.5 of the SBC Wisconsin/AT&T interconnection agreement as the source of AADS' purported obligation to continue to provide advanced services over the same loop upon which the voice CLEC is providing the voice service to the same end-user customer at the same location. That provision has two conditions precedent that must be satisfied before such line splitting is a binding obligation. The first requires the voice CLEC to agree to bill the data affiliate the same amount that SBC Wisconsin had billed for the HFPL. The second requirement is that the new voice CLEC and the data affiliate "resolve operational issues related to pre-ordering, ordering, provisioning and billing as specifically related to Section 9.2.2.3.5." SBC Wisconsin agrees with the conclusion reached in the Draft Order that this option for CLECs other than AT&T can be resolved by exercising rights under 47 U.S.C. 252(i), provided that all other requirements of the statute have been satisfied, and the two requirements in section 9.2.2.3.5 of the interconnection agreement are satisfied. The continuing availability of this provision, however, is further subject to SBC Wisconsin's right to appeal the decision. Although this contractual provision has not been implemented by any CLEC in Wisconsin, Scenario 1 below has been modified to reflect this contractual option.

2. DLEC's "Right of First Refusal"

The Michigan Commission rejected SBC Michigan's position that a data CLEC using the HFPL has the option to purchase the x-DSL capable stand-alone loop over which it was receiving the HFPL UNE if it chooses to continue providing data services, but does not elect to engage in line splitting with the new voice provider. Rather, the Michigan Commission held that the data CLEC must purchase a new, separate stand-alone loop and absorb any costs associated with obtaining the new x-DSL capable loop. In other words, the Michigan Commission's plan favors the voice-service CLEC over the data CLEC in cases where the data CLEC had been line sharing with SBC. The policy evinced by the Michigan Commission is contrary to federal law, and SBC has sought declaratory and injunctive relief regarding this aspect of the Michigan Order.[2] To avoid similar problems in Wisconsin, SBC Wisconsin has modified the Michigan line splitting implementation plan by removing this provision.

3. Line Splitters for Line Splitting

The Michigan Commission found that SBC Michigan has no obligation to provide line splitters in a line splitting arrangement. This holding is consistent with existing federal law. The Draft Order notes that in the recent AT&T interconnection arbitration, Docket No. 05-MA-120, the Arbitration Panel found that SBC Wisconsin was required to offer splitters as ancillary equipment as part of UNE loops to AT&T, and that such finding did not limit SBC Wisconsin's responsibility to provide line splitters to voice services migrations where an SBC Wisconsin affiliate is the data service provider.[3]

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[2] That suit, *Michigan Bell Telephone Company v. Laura Chappelle, et al*, No. 03-CV-15, is currently pending in the United States District Court for the Western District of Michigan.

[3] The Commission's March 15, 2002 order in Docket No. 05-MA-120 at 20.

Subsequent to that finding and based on further negotiations, the final AT&T interconnection agreement provides as follows:

> 9.2.2.1.1 This **Schedule** sets forth terms and conditions for providing the High Frequency Portion of the Loop (**"HFPL"**) by SBC-AMERITECH and AT&T. Nothing in this Schedule 9.2.2 shall obligate SBC-AMERITECH to provide a splitter (defined in Section 9.2.2.2.9, below as "a passive device within the SBC-AMERITECH central office used to separate the voice and data on a standard copper xDSL-capable loop") to AT&T for purposes of line sharing or line splitting.

This version of the AT&T interconnection agreement, which does not require SBC Wisconsin to provide splitters for either line sharing or line splitting, was approved by the Wisconsin Commission on July 11, 2002. Consistent with the agreements and findings in Dockets 6720-TI-160 and 6720-TI-161, the provision of splitters was to be resolved in a manner consistent with the outcome in the approved interconnection agreement in the AT&T/SBC Wisconsin arbitration.[4] Therefore, SBC Wisconsin has no existing contractual obligation in Wisconsin to provide line splitters in a line splitting arrangement. Of course other Wisconsin CLECs are free to negotiate or arbitrate terms and condition that differ from the terms and conditions established in the approved AT&T/SBC Wisconsin interconnection agreement, but to date, no contractual provisions like the one at issue in the AT&T Agreement exist in Wisconsin. Accordingly, the draft Plan assumes that the DLEC and/or the CLEC will provide their own splitter in a line splitting arrangement.

The remaining portion of this draft Plan is a redline version of the Michigan Plan consistent with the discussion in this Wisconsin Introduction and Summary.

[4] *See, e.g.*, Stipulation dated November 30, 2002, filed in 6720-TI-160, Section X, "Line Splitting/Line Sharing;" Final Decision, Docket No. 6720-TI-161, pp. 121-122 (Issued May 8, 2002).

I. ~~Summary of Order~~Plan Assumptions

~~On October 3, 2002, the Michigan Public Service Commission ("Commission") issued its Opinion and Order ("Order") in Case No. U-12320, in which it addressed four (4) scenarios relating to line sharing and line splitting.~~[5] ~~In its Order, the Commission found~~This proposed Plan assumes that "a voice CLEC should be able to obtain migration of voice service despite the presence of a data CLEC in a line-sharing arrangement."[6] This proposed Plan also assumes that ~~A~~a data provider is not required to continue providing service upon migration of the voice service, unless the new voice CLEC has opted into and complied with a provision similar to section 9.2.2.3.5 of the AT&T interconnection agreement.[7]~~.~~ If such contractual obligation does not apply, the data CLEC may choose~~s~~ to cease providing service, or to provide service ~~on a separate~~via a standalone xDSL capable loop over which SBC Wisconsin had previously made available the HFPL to such data CLEC, or pursuant to a line splitting arrangement with the voice provider.~~it will be responsible to pay the costs associated with terminating its service and absorb any cost it incurred in conditioning the loop for DSL service.~~[8]

Where the voice CLEC and data CLEC choose to enter into a line splitting relationship, ~~the Commission found~~this Plan assumes that "either CLEC should be able to approach SBC Wisconsin~~Ameritech Michigan~~ with a request for service, maintenance, or repair on the line, while giving notice to the other CLEC concerning its request."[9] SBC Wisconsin~~Ameritech Michigan~~ is not, however, required to "act as a mediator between CLECs when permitting line splitting arrangements."[10] Instead, ~~the Commission determined~~this Plan assumes that "CLECs should be able to work out the details of their relationship among themselves, and."[11] ~~T~~that the voice CLEC and data CLEC ~~are "required to~~will coordinate their activities to minimize the probability that their common customer will experience a disruption in service."[12]

~~The Commission also determined~~This Plan is based on the assumption that "when a voice CLEC markets its service to a potential customer with DSL service already in place, it must inform the potential customer that the DSL service may be affected by a switch of voice service providers. Customers should be encouraged to check with their DSL providers."[13] Finally, ~~the Commission determined~~this Plan assumes that "the end-user is responsible for managing its contractual relationship

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[5] ~~For purposes of its Order, the Commission defined "line sharing" as "when SBC Ameritech provides voice service over the low frequency portion of the loop (LFPL) and a data CLEC provides data service over the high frequency portion of the loop (HFPL)." The commission defined "line splitting" as "essentially the same as line sharing, but a voice CLEC provides the voice service over the LFPL, with a separate data CLEC providing services over the HFPL." Order, at 2.~~

[6] ~~Order, at 15.~~

[7] ~~Order, at 18.~~

[8] ~~Order, at 16.~~

[9] ~~Order, at 19.~~

[10] ~~Order, at 19.~~

[11] ~~Order, at 19.~~

[12] ~~Order, at 23.~~

[13] ~~Order, at 19.~~

with the ISP," noting that the "end user may well have signed a contract, their terms of which may not be known to either the voice CLEC or the ILEC."[14]

Thus, upon migration of voice service from an existing line sharing arrangement, the data CLEC using the HFPL has the following options:

1. Discontinue providing data service (the existing loop in this option would be used solely by the voice CLEC following migration); or,

2. Provide data service over the existing facility (via a standalone xDSL capable loop over which SBC Wisconsin had previously leased the HFPL to the data CLEC) ~~a new, separate, stand-alone xDSL capable loop~~., ~~as the existing loop~~ (in this option ~~was taken by~~ the voice CLEC will be offered a new loop to the extent available). ~~If loop conditioning is required to make the new loop suitable for the data CLEC's desired xDSL service, the data CLEC is responsible for ordering such loop conditioning and is also responsible for all charges associated therewith, even if the data CLEC had previously ordered and paid for conditioning on the existing loop which was taken by the voice provider~~; or,

3. The data CLEC, utilizing its own splitter, may continue providing data service via the existing migrated loop pursuant to a line splitting arrangement with the new voice CLEC. The line splitting arrangement may be agreed upon consistent with a section similar to section 9.2.2.3.5 of the AT&T interconnection agreement, or an alternative approach between the voice CLEC and data CLEC

In summary, under the Order, if a voice CLEC wins the voice service on a loop that is currently part of a line sharing arrangement, the data CLEC that is currently providing service ~~does not have~~has the option of retaining the existing loop to provide ~~for a stand-alone~~ data service via a standalone xDSL capable loop. The data CLEC may ~~only~~also use the existing loop if the data CLEC and the voice CLEC enter in to a line splitting arrangement.

II. Scenarios Included in the Plan ~~Outlined in Order~~

Based on the above assumptions, ~~Order,~~ and to avoid unnecessary service disruption, involuntary line splitting arrangements or unauthorized use of CLEC-owned facilities, SBC ~~Ameritech Michigan~~Wisconsin has determined the following methods to employ for the scenarios and associated requirements ~~addressed in the Order~~.

Scenarios #1, #2, #3: Events occurring before reaching any of these three scenarios.

Before a voice CLEC reaches any of the first three scenarios (#1/#3 – Line Sharing to Line Splitting or #2 – Line Sharing to UNE-P), it will undertake a conversation with the end user. The end user, based on the choices it makes for its voice and/or data services, will be the key component of determining which path is taken.

[14] ~~Order, at 19.~~

The voice CLEC views the end user's customer service record ("CSR") per the end user's permission, determining if there is the line sharing present. (See Attachment C for an example CSR; confidential information has been redacted. Pages 1 and 2 of the Attachment C show what additional information is contained on the CSR when line sharing is present. Further, on page 2 of the CSR, at the line labeled "/UNN1", the OCN of the current data CLEC is displayed. Thus, the voice CLEC can determine from the CSR if it has line splitting arrangements with the current data CLEC. If it has line splitting arrangements with the data CLEC, the CLECs proceed to ordering scenarios #1 / #3 (Line Sharing to Line Splitting), which were determined to be the same.

If the voice CLEC does not have a line splitting arrangement with the data CLEC, then the voice CLEC must inform the end user of its choices with respect to its data service. The ~~Commission found that the~~ end-user, rather than the voice CLEC or SBC ~~Ameritech Michigan~~Wisconsin, is responsible for managing his/her existing contractual relationships with his/her data provider. The end user will then decide the next steps and how to proceed.

If the end user wishes to continue its data service, the voice CLEC informs the end user that it should coordinate with its data provider. The end user, upon consultation with its data provider, will determine the path to follow: data CLEC establishes line splitting arrangements with the chosen voice CLEC, and follows Scenario #1 / # 3; data CLEC ~~establishes~~ retains the data service on ~~a~~ the ~~stand-alone~~existing loop[15] - and voice CLEC will establish a new loop, to the extent available, for ~~migrate~~ migration to UNE-P; or end user will obtain data service from a different data provider and follows Scenario # 2. (Although the Michigan collaborative discussions included the possibility that the data CLEC would continue to provide data on a stand-alone loop, there was a lack of commercial interest in that option and accordingly the Michigan Implementation Plan does not contain a specific scenario to address this situation.)

If the end user decides that it no longer wants its current data service, it informs the voice CLEC to disconnect its data service on its behalf and the voice CLEC migrates the voice service to UNE-P, i.e., the voice CLEC follows Scenario #2.

Scenario 1: Line Sharing to Line Splitting (End user currently obtains both voice and data from the ILEC[16] and seeks to migrate voice service to a CLEC, while continuing the current data service).

If the voice CLEC and the data CLEC have agreed to engage in line splitting, or have implemented line splitting after complying with a contractual arrangement similar to section 9.2.2.3.5

15 ~~The data voice CLEC will be responsible for all disconnect and new connect related charges associated with the acquisition of a standalone xDSL capable loop, including any requested loop conditioning. Loop conditioning charges will apply if requested even if the data CLEC had already requested and paid for loop conditioning to access the HFPL of the loop that has been taken by the voice CLEC.~~

16 SBC ~~Ameritech Michigan~~Wisconsin does not provide DSL data services on either a retail or wholesale basis. Instead, DSL Internet access is provided to retail end users by Ameritech Interactive Media Services ("AIMS"), and DSL transport is provided by Ameritech Advanced Data Services ("AADS") to ISPs and other CLECs on a wholesale basis. AIMS and AADS are affiliates of SBC ~~Ameritech Michigan~~Wisconsin. SBC ~~Ameritech Michigan~~ Wisconsin understands this scenario to refer to situations where SBC ~~Ameritech Michigan~~Wisconsin is engaged in line sharing with a data affiliate.

of the AT&T interconnection agreement, and the data CLEC is currently providing, and will continue to provide, the splitter, then the existing ordering procedures to convert from line sharing to line splitting as documented on CLEC OnLine (https://clec.sbc.com/clec/) continue to apply without change; ~~however rate application will be modified to comply with the Commission's requirement that the voice CLEC not be assessed more than~~subject to the applicable charge for a UNE-P migration.

The following summarizes the rates that will be applied: [17]

Orders	Non-Recurring #	Recurring #
1. Voice CLEC for UNE-P migration (loop and port) and DLEC for HFPL.		
• Disconnect HFPL		N/A
– Service Order	~~$1.54~~ N/A	
– Disconnection	N/A	
• Order xDSL Capable Loop	~~$0.35~~$16.50	~~$10.26~~$10.90
– Service Order	~~N/A~~$40.10	
– Connection		
– Cross Connect		~~$0.13~~$0.19
• Order ULS-ST Port	~~$.~~$17.66	~~$2.53~~$3.71
– Service Order	~~N/A~~$54.27	
– Installation		
– Cross-Connect		~~—$0.13~~$0.19 ~~$13.05~~$14.99
Assumptions: • DLEC provided splitter in line sharing arrangement and same splitter being used in line splitting arrangement, thus no physical work needs to be done to effectuate the change; however, order/billing work must be completed with order coordination to ensure no inadvertent disconnection. • Example uses Access Area A. # rates reflect SBC Wisconsin's current tariff		

[17] Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement would control.

Orders	Non-Recurring *	Recurring *
1. Voice CLEC for UNE-P migration (loop and port) and DLEC for HFPL.		
• Disconnect HFPL		N/A
– Service Order	~~$1.54~~$0.04	
– Disconnection	N/A	
• Order xDSL Capable Loop		~~$10.26~~$9.87
– Service Order	~~$0.35~~$0.06	
– Connection	~~N/A~~$16.75	
– Cross Connect		~~$0.13~~$0.38
• Order ULS-ST Port		~~$2.53~~$2.90
– Service Order	~~$.~~$2.21	
– Installation	~~N/A~~$11.12	
– Cross-Connect		~~$0.13~~$0.38
		~~$13.05~~$13.53

Assumptions:

- DLEC provided splitter in line sharing arrangement and same splitter being used in line splitting arrangement, thus no physical work needs to be done to effectuate the change; however, order/billing work must be completed with order coordination to ensure no inadvertent disconnection.
- Example uses Access Area A.

* rates reflect the last set of proposed rates in the UNE Cost investigation (6720-TI-161

CLECs that share a loop to simultaneously deliver voice and data service must coordinate their respective activities with each other to minimize the probability of disruption to their common end user customer. SBC ~~Ameritech Michigan~~Wisconsin will provide CLECs the necessary unbundled network elements and maintain those elements as needed.

Scenario 2: Line Sharing to UNE-P: The end user currently obtains both voice and data from the ILEC and seeks to migrate the voice service to a CLEC and disconnect the data service from the ILEC.

A voice CLEC may migrate a line sharing customer's voice service without the data CLEC's permission. ~~The Commission further held that w~~When a voice CLEC markets its services to a potential customer with DSL service in place, the voice CLEC must inform the potential customer that the DSL service may be affected by a switch in voice providers. ~~The Commission found that t~~The end-user, rather than the voice CLEC or SBC ~~Ameritech Michigan~~Wisconsin, is responsible for managing his/her existing contractual relationships with his/her data provider.

The following apply whether the line sharing arrangement used by the data CLEC's splitter or a splitter "port" from an SBC ~~Ameritech Michigan~~Wisconsin-owned splitter.

The end user has affirmed to the voice CLEC to disconnect its data service; the voice CLEC will have permission from the end user. The voice CLEC will submit, via fax, the request to disconnect the HFPL on behalf of the end user. SBC ~~Ameritech Michigan~~Wisconsin will process that disconnect and provide a firm order confirmation ("FOC") within 24 hours as required by approved performance measures. SBC ~~Ameritech Michigan~~Wisconsin notifies the data CLEC of the disconnect.

After receiving the FOC from the disconnect, the voice CLEC then submits, and SBC processes, a normal, electronic UNE-P migration local service request ("LSR"). The UNE-P will be provisioned over the same loop that was previously used for line sharing. In the event that the LSR does not properly process, a phone number will be set up in the SBC's Local Service Center ("LSC") to expeditiously handle the order.

The following summarizes the rates that will be applied: [18]

Orders	Non-Recurring #	Recurring #
1. DLEC		
• Disconnect HFPL		N/A
– Service Order	~~$1.54~~N/A	
– Disconnection	~~$10.00~~	
	~~$11.54~~N/A	
2. Voice CLEC		
• Migrate Voice to UNE-P		
– Service Order	~~$0.35~~$16.50	
– Loop		~~$8.47~~$10.90
– Port		~~$2.53~~$3.71
– Cross Connect		~~$0.13~~$0.19
		~~$11.13~~$14.80
Assumptions: • Disconnect of HFPL completed prior to migration order being submitted. • Under Phase I, SBC submits both orders to accomplish based on single LSR submitted by Voice CLEC. • Example uses Access Area A. # rates reflect SBC Wisconsin's current tariff		

[18] Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement would control.

Orders	Non-Recurring *	Recurring *
1. DLEC		
• Disconnect HFPL		N/A
– Service Order	~~$1.54~~$0.04	
– Disconnection	~~$10.00~~	
	~~$11.54~~$0.04	
2. Voice CLEC		
• Migrate Voice to UNE-P		
– Service Order	~~$0.35~~$0.06	
– Loop		~~$8.47~~$10.09
– Port		~~$2.53~~$2.90
– Cross Connect		~~$0.13~~$0.38
		~~$11.13~~$13.37

Assumptions:

- Disconnect of HFPL completed prior to migration order being submitted.
- Under Phase I, SBC submits both orders to accomplish based on single LSR submitted by Voice CLEC.
- Example uses Access Area A.

* rates reflect the last set of proposed rates in the UNE Cost investigation (6720-TI-161

Scenario 3: Line Sharing to Line Splitting: The end user currently obtains voice service from the ILEC and data services from a data CLEC that is not affiliated with the ILEC, and seeks to migrate the voice service alone to a CLEC.

~~The Commission found that T~~the Plan assumes that the only difference between scenarios 1 and 3 is whether the data CLEC is affiliated with the ILEC. If the data CLEC is not affiliated with the ILEC, then a contractual arrangement similar to section 9.2.2.3.5 of the AT&T interconnection agreement would not apply. Accordingly, with that sole exception, the description of the process for Scenario1 applies here.

Scenario 4: UNE-P to Line Splitting: The end user currently obtains voice service from a voice CLEC and seeks to add data services from a data CLEC that may or may not be affiliated with the ILEC:

The existing ordering procedures and charges to convert from UNE-P to line splitting as documented on CLEC OnLine (https://clec.sbc.com/clec) continue to apply without change. The documented process reflects the single LSR process requested by CLECs that was implemented in the August 2002 release. ~~The Commission held that~~ This Plan assumes that SBC ~~Ameritech Michigan~~Wisconsin ~~need~~ will not take on the role of mediator between two line splitting CLECs. CLECs that share a loop to simultaneously deliver voice and data service must coordinate their respective activities with each other to minimize the probability of disruption to their common customer.

SBC ~~Ameritech Michigan~~Wisconsin will provide CLECs the necessary unbundled network elements and maintain those elements as needed. In processing this type of LSR, installation of the xDSL capable loop includes all work associated with determining if the existing loop is xDSL-capable or if a new loop is required to be selected. SBC ~~Ameritech Michigan~~Wisconsin also reuses the ULS-ST port. These are the same steps undertaken when SBC ~~Ameritech Michigan~~Wisconsin installs the HFPL UNE for a data CLEC in a line sharing arrangement. The required physical change in the facilities serving the end user is made so as to minimally disrupt the end user's service.

The following summarizes the rates that will be applied: [19]

Orders	Non-Recurring #	Recurring #
1. Voice CLEC or DLEC depending on Partnering Agreement.		
• Disconnect UNE-P		N/A
– Service Order	~~N/A~~$16.50	
– Disconnection	~~N/A~~$40.10	
• Order xDSL Capable Loop		~~$10.26~~$10.90
– Service Order	~~$3.16~~$16.50	
– Loop Qualification	$0.10	
– Connection	~~$17.82~~$40.10	
– Cross Connect		~~$0.13~~$0.19
• Order ULS-ST Port		~~$2.53~~$3.71
– Service Order	~~$3.02~~$17.66	
– Installation	~~N/A~~$54.27	
– Cross-Connect		~~$0.13~~$0.19
	~~$24.10~~$128.63	~~$13.05~~$14.99

Assumptions:

- A mechanized loop qualification will be completed to determine if the existing loop may be used to provide xDSL services, indicating if any loop conditioning may be appropriate.
- The DLEC/voice CLEC makes the determination of whether to have any loop conditioning performed. Any loop conditioning would result in additional NRCs as approved by the Commission in U-12540.
- If the existing loop is not able to support xDSL services, then a new loop will be provisioned.
- Assumes DLEC's collocation is used. If not, then additional charges would apply to connect the collocations of the DLEC and voice CLEC.
- Example uses Access Area A.

rates reflect SBC Wisconsin's current tariff

[19] Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement would control.

Orders	Non-Recurring *	Recurring *
1. Voice CLEC or DLEC depending on Partnering Agreement.		
• Disconnect UNE-P		N/A
– Service Order	~~N/A~~$0.04	
– Disconnection	~~N/A~~$2.79	
• Order xDSL Capable Loop		~~$10.26~~$9.87
– Service Order	~~$3.16~~$0.06	
– Loop Qualification	~~$0.10~~N/A	
– Connection	~~$17.82~~$16.75	
– Cross Connect		~~$0.13~~$0.38
• Order ULS-ST Port		~~$2.53~~$2.90
– Service Order	~~$3.02~~$0.06	
– Installation	~~N/A~~$11.12	
– Cross-Connect		~~$0.13~~$0.38
	~~$24.10~~$27.99	~~$13.05~~$13.53

Assumptions:

- A mechanized loop qualification will be completed to determine if the existing loop may be used to provide xDSL services, indicating if any loop conditioning may be appropriate.
- The DLEC/voice CLEC makes the determination of whether to have any loop conditioning performed. Any loop conditioning would result in additional NRCs as approved by the Commission in U-12540.
- If the existing loop is not able to support xDSL services, then a new loop will be provisioned.
- Assumes DLEC's collocation is used. If not, then additional charges would apply to connect the collocations of the DLEC and voice CLEC.
- Example uses Access Area A.

* rates reflect the last set of proposed rates in the UNE Cost investigation (6720-TI-161

III. SBC ~~Ameritech Michigan~~Wisconsin Implementation of Compliance Plan

A. Background, Philosophy, and Timing

As noted, SBC ~~Ameritech Michigan~~Wisconsin currently has methods and procedures in place to facilitate Scenarios 1/3 and 4. These existing processes are currently available to CLECs and documented in the CLEC Handbook on CLEC OnLine. For Scenario 2 (Line sharing to UNE-P), SBC ~~Ameritech Michigan~~Wisconsin ~~is required to~~will develop new methods and procedures to facilitate this order processing ~~in the manner in which it has been ordered by the Commission~~. These ~~Commission mandates~~proposals require a significant change to how SBC ~~Ameritech Michigan~~Wisconsin currently processes and provisions orders that affect existing line sharing arrangements. Thus, SBC ~~Ameritech Michigan~~Wisconsin ~~looked~~ looks to ensure that the change to its processes ~~would~~ will continue to support accurate and timely processing of CLEC orders. SBC Wisconsin~~Ameritech Michigan~~ also looked to the ~~Commission's mandate~~Plan's assumption that the end user be given full choice in its voice provider, and be fully informed when making that choice.

To efficiently manage these migration requests, SBC ~~Ameritech Michigan~~Wisconsin will implement these new processes in a two-phase approach. First SBC ~~Ameritech Michigan~~Wisconsin will implement manual ordering method for one aspect of the scenario using the current capabilities of SBC ~~Ameritech Michigan~~Wisconsin's regional Operations Support Systems ("OSS"). In the second phase, SBC ~~Ameritech Michigan~~Wisconsin will mechanize this ~~Michigan~~Wisconsin-specific ordering requirement pursuant to the terms of the FCC mandated Change Management Forum.[20]

Based on the effort required and the designed process change, SBC ~~Ameritech Michigan~~Wisconsin anticipates being able to fully implement Phase I ~~by~~ upon the Commission's adoption of this Plan in a final order.~~December 16, 2002~~, with notification to CLECs via accessible letter following with the filing of this amended compliance plan. Implementation of Phase II will be determined in collaboration with CLECs as required by the FCC mandated Change Management Process. SBC Ameritech Michigan began discussions with CLECs regarding this required process change via the Ameritech Regional CLEC User Forum ("CUF") at its November 13, 2002 session and the follow-up call held for this topic on November 18, 2002. If this Plan is acceptable, those discussions will be expanded to include Wisconsin.

Currently, when a voice CLEC submits a UNE-P migration order on a loop on which the HFPL UNE is present, SBC ~~Ameritech Michigan~~Wisconsin's regional OSS automatically rejects this type of order; and the edit cannot be modified in the near term for ~~Michigan~~ Wisconsin only.[21] ~~The Commission found that a~~Facilitating the ~~voice CLEC can migrate~~ ~~the~~ migration of an end-user's voice service despite the presence of a data CLEC using the HFPL to provide data service to the same end-user poses some complex operational issues. ~~That is, SBC Ameritech Michigan cannot reject a UNE-P migration order when the use of the HFPL UNE is present on the loop serving the end user.~~ This is a significant change, and thus, until a mechanized update can be made, SBC ~~Ameritech Michigan~~Wisconsin is proposing to implementin~~g~~ a manual procedure to accomplish this migration~~requirement~~ by using the current OSS capabilities. Based on the end user's direction, the voice CLEC will manually submit the disconnect of the HFPL, and then, upon receiving the firm order confirmation ("FOC"), will submit its normal electronic UNE-P migration order.

~~The Commission stated that i~~If the data CLEC is not contractually required and does not wish to partner with the voice CLEC to line split, the voice service should be migrated, and the HFPL could be disconnected before or after the conversion. SBC ~~Ameritech Michigan~~Wisconsin has determined that it would likely not be able to process a disconnection order after the conversion, nor would it be prudent to do

20 The change management process is a resolved OSS issue, as set forth in the *Joint Report of the Participants Regarding Resolved OSS Enhancements and Process Improvements*, filed December ~~27~~1, 2000, ~~with the Commission ordered voting quorum for this Michigan specific change~~and approved by the Commission on December 15, 2000.

21 This edit was implemented to facilitate compliance with the FCC's requirements for the loss of ILEC voice service in line sharing arrangements, referencing FCC 99-355, ¶72.

so, as it is likely that the end-user's voice service would be interrupted, perhaps significantly. As shown in Attachment A, if the HFPL disconnection is not processed before the migration occurs, there is a likelihood that the voice service will be subsequently disrupted when the data CLEC removes its splitter between the loop and switch port, thus disconnecting the UNE-P. Further, SBC ~~Ameritech Michigan~~Wisconsin does not believe that the data CLEC would be able to submit an order disconnecting the HFPL after the migration, as the loop would now be assigned to the voice CLEC. Finally, allowing the UNE-P to be connected through the data CLEC's splitter without the data CLEC's permission would constitute involuntary line splitting, unauthorized use of the data CLEC-owned equipment, or both~~, in direct violation of the Commission's findings~~. Thus, to avoid these unnecessary complications, SBC ~~Ameritech Michigan~~Wisconsin is developing new methods and procedures under which the voice CLEC will submit a disconnect for the HFPL on behalf of the end user. Because this order will be initiated by the new voice CLEC, SBC ~~Ameritech Michigan~~Wisconsin is relying on the representation of the voice CLEC that it has authorization to do so from the end user. Attachment B includes diagrams showing the proper steps to migrate to the UNE-P; that is, to remove the jumpers connecting the loop and switch port to the data CLEC's collocated splitter.

B. PHASE I Manual Process to Convert Line Sharing to UNE-P ~~per the Commission's Requirements~~

The following summarize the process changes and necessary steps required to implement this proposed Plan ~~the Commission's Order~~.

The following steps will be necessary to convert from Line Sharing to UNE-P:

- Voice CLEC informs end user desiring to change voice providers, that their DSL service will be impacted.
- End user affirms to Voice CLEC that it wishes to have its data service disconnected.
- Voice CLEC issues manual LSR via fax to disconnect the HFPL present on the end user's line.
  - SBC ~~Ameritech Michigan~~Wisconsin issues service order to disconnect the HFPL and FOC within 24 hours per approved performance measure benchmarks..
- SBC ~~Ameritech Michigan~~Wisconsin issues a Line Loss Notification to data CLEC, as the data CLEC will not be anticipating the service order completion of the disconnect order since it did not submit one.
- After receiving the FOC for the disconnect, Voice CLEC submits normal electronic UNE-P Migration Order.
  - SBC ~~Ameritech Michigan~~Wisconsin will establish a phone number in the LSC in the event the UNE-P migration order does not process as expected so that the order may be expeditiously corrected and processed.

The following work activities must be completed prior to implementation of Phase I:

- Develop manual disconnect LSR for CLECs to complete and method of delivery to SBC ~~Ameritech Michigan~~Wisconsin.
- Develop CLEC OnLine documentation for CLECs on this ordering scenario, including requirements on how to complete new LSR.
- Select and assign the group of service representatives that will exclusively handle this type of LSR, as well as any fall-out issues that may occur with the subsequent submission and processing of the UNE-P migration order.
- Develop internal methods and procedures for LSC to follow in accepting, processing, and provisioning this manual LSR.
  - Train service representatives on how to issue the disconnect of the HFPL. Service representative will access the Customer Service Record (CSR) to obtain information required to issue the disconnect service order. From the CSR, service representative obtains the name of the data provider and the circuit id.
  - Train service representatives on how to correct and then process a UNE-P migration order that may not flow as expected.
- Develop and provide training for LOC personnel on handling various trouble ticket scenarios that may arise related to provisioning, as well as trouble tickets received from the data CLEC after HFPL has been disconnected.
- Determine impact on Line Loss Notification.
  - Based on anticipated input from data CLECs, possibly establish new code for "Disconnect Reason Code" that will advise data provider that the HFPL has been disconnected due to voice CLEC taking the loop.
  - Educate data CLECs on the fact that they no longer have the 3 days to respond to a line loss notification. Data CLECs will need to modify their procedures to immediately stop billing end user for DSL service.
- Determine, develop and implement any necessary tracking mechanisms for this type of LSR.
- Implement fax number to receive this type of disconnect; this ensures these LSRs are worked by the service representatives trained to do so.
- Implement phone number to receive escalations related to the processing of UNE-P migration orders (in connection with this plan).

C. PHASE II Mechanized Line sharing to UNE-P

The final stage will be a mechanized process for conversions from Line sharing to UNE-P. This issue will be submitted to the Change Management Forum in accordance with the FCC mandate. The Change Management Forum provides for direct CLEC input on prioritization of projects to be implemented, as there are limited resources available with each release; that is, CLECs provide input on which OSS changes are most important to the CLECs' ability to do business. This forum provides for the balancing of the benefits of mechanization with the costs of mechanization and the limited resources available to effectuate the mechanization changes.

Wisconsin Public Service Commission
January 15, 2003 Proposed Phase I Decision
Re: Line Sharing and Line Splitting

SBC Wisconsin Proposed Compliance Plan

February 4, 2003

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Wisconsin Introduction and Summary

The Draft Order, prepared by PSCW Staff and dated January 15, 2003, raised questions regarding SBC Wisconsin's compliance with the line splitting obligations of Checklist Item 4. SBC Wisconsin respectfully submits that its current line splitting offering, which is the same as approved by the FCC for its affiliates in Texas, Kansas, Oklahoma, Arkansas, Missouri and California, meets all Section 271 requirements. The Draft Order, however, directed SBC Wisconsin to file the Michigan Compliance Plan in this docket[1], at which time the Commission would seek comments from any interested parties regarding the applicability of the Michigan Compliance Plan to SBC Wisconsin. As requested, SBC Wisconsin has prepared this proposed Wisconsin Line Splitting Compliance Plan (the "Plan").

This Plan has been revised to modify the Michigan Implementation Plan for use in Wisconsin. Accordingly, this Plan addresses the two "types" of line splitting issues that were identified in the Draft Order. The first is the migration of voice service to a CLEC from SBC Wisconsin when an SBC affiliate is providing advanced services over the HFPL on the same loop, and the new voice CLEC has opted into and complied with a provision similar to section 9.2.2.3.5 of the AT&T interconnection agreement. The second situation is a similar voice migration, but the new voice CLEC either may or may not have a line splitting arrangement with the data provider if not affiliated with SBC; or the new voice CLEC has not opted into or complied with a provision similar to section 9.2.2.3.5 of the AT&T interconnection agreement, if the data is provided by an SBC affiliate. SBC Wisconsin's proposed Plan addresses each of these situations.

The Michigan Commission and the Draft Order proceed on the common assumption that SBC should not reject orders when line sharing ends, because the end user migrates its voice service from SBC retail to a CLEC. The Michigan Implementation Plan, and this draft Plan, address various options that exist regarding data services that had been provided on the HFPL for four common scenarios. This draft Plan follows the Michigan Plan except for two conforming changes: the first change is needed to address the AT&T contractual option noted above, which is available in Wisconsin, but not in Michigan; the second change is required to make the Wisconsin Plan consistent with federal law. These two changes are discussed below. In addition, the status of making available SBC Wisconsin-owned splitters for purposes of line splitting is addressed below.

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[1] The Michigan Public Service Commission addressed these line splitting issues in its December 20, 2002, March 29, 2002 and October 3, 2002, Orders in Case No. U-12320 (collectively referred to as the "Michigan Order.") In response to those Orders, SBC Michigan filed a Compliance Plan on November 4, 2002, which was amended on December 11, 2002. This draft Wisconsin Plan is based on the Amended Compliance Plan dated December 11, 2002 and filed in Case No. U-12320.

1. Mandatory Line Splitting

The Michigan Commission held that it could not require the data provider to engage in a line splitting arrangement, even if the data provider was an SBC affiliate. The Draft Order is consistent with this approach but notes that in Wisconsin there is one approved interconnection agreement that could require SBC's advanced services affiliate (AADS) to line split with the new voice CLEC. The Draft Order cites Section 9.2.2.3.5 of the SBC Wisconsin/AT&T interconnection agreement as the source of AADS' purported obligation to continue to provide advanced services over the same loop upon which the voice CLEC is providing the voice service to the same end-user customer at the same location. That provision has two conditions precedent that must be satisfied before such line splitting is a binding obligation. The first requires the voice CLEC to agree to bill the data affiliate the same amount that SBC Wisconsin had billed for the HFPL. The second requirement is that the new voice CLEC and the data affiliate "resolve operational issues related to pre-ordering, ordering, provisioning and billing as specifically related to Section 9.2.2.3.5." SBC Wisconsin agrees with the conclusion reached in the Draft Order that this option for CLECs other than AT&T can be resolved by exercising rights under 47 U.S.C. 252(i), provided that all other requirements of the statute have been satisfied, and the two requirements in section 9.2.2.3.5 of the interconnection agreement are satisfied. The continuing availability of this provision, however, is further subject to SBC Wisconsin's right to appeal the decision. Although this contractual provision has not been implemented by any CLEC in Wisconsin, Scenario 1 below has been modified to reflect this contractual option.

2. DLEC's "Right of First Refusal"

The Michigan Commission rejected SBC Michigan's position that a data CLEC using the HFPL has the option to purchase the x-DSL capable stand-alone loop over which it was receiving the HFPL UNE if it chooses to continue providing data services, but does not elect to engage in line splitting with the new voice provider. Rather, the Michigan Commission held that the data CLEC must purchase a new, separate stand-alone loop and absorb any costs associated with obtaining the new x-DSL capable loop. In other words, the Michigan Commission's plan favors the voice-service CLEC over the data CLEC in cases where the data CLEC had been line sharing with SBC. The policy evinced by the Michigan Commission is contrary to federal law, and SBC has sought declaratory and injunctive relief regarding this aspect of the Michigan Order.[2] To avoid similar problems in Wisconsin, SBC Wisconsin has modified the Michigan line splitting implementation plan by removing this provision.

3. Line Splitters for Line Splitting

The Michigan Commission found that SBC Michigan has no obligation to provide line splitters in a line splitting arrangement. This holding is consistent with existing federal law. The Draft Order notes that in the recent AT&T interconnection arbitration, Docket No. 05-MA-120, the Arbitration Panel found that SBC Wisconsin was required to offer splitters as ancillary equipment as part of UNE loops to AT&T, and that such finding did not limit SBC Wisconsin's responsibility to provide line splitters to voice services migrations where an SBC Wisconsin affiliate is the data service provider.[3]

[2] That suit, *Michigan Bell Telephone Company v. Laura Chappelle, et al*, No. 03-CV-15, is currently pending in the United States District Court for the Western District of Michigan.

[3] The Commission's March 15, 2002 order in Docket No. 05-MA-120 at 20.

Subsequent to that finding and based on further negotiations, the final AT&T interconnection agreement provides as follows:

> 9.2.2.1.1 This **Schedule** sets forth terms and conditions for providing the High Frequency Portion of the Loop (**"HFPL"**) by SBC-AMERITECH and AT&T. Nothing in this Schedule 9.2.2 shall obligate SBC-AMERITECH to provide a splitter (defined in Section 9.2.2.2.9, below as "a passive device within the SBC-AMERITECH central office used to separate the voice and data on a standard copper xDSL-capable loop") to AT&T for purposes of line sharing or line splitting.

This version of the AT&T interconnection agreement, which does not require SBC Wisconsin to provide splitters for either line sharing or line splitting, was approved by the Wisconsin Commission on July 11, 2002. Consistent with the agreements and findings in Dockets 6720-TI-160 and 6720-TI-161, the provision of splitters was to be resolved in a manner consistent with the outcome in the approved interconnection agreement in the AT&T/SBC Wisconsin arbitration.[4] Therefore, SBC Wisconsin has no existing contractual obligation in Wisconsin to provide line splitters in a line splitting arrangement. Of course other Wisconsin CLECs are free to negotiate or arbitrate terms and condition that differ from the terms and conditions established in the approved AT&T/SBC Wisconsin interconnection agreement, but to date, no contractual provisions like the one at issue in the AT&T Agreement exist in Wisconsin. Accordingly, the draft Plan assumes that the DLEC and/or the CLEC will provide their own splitter in a line splitting arrangement.

The remaining portion of this draft Plan is a revised version of the Michigan Plan consistent with the discussion in this Wisconsin Introduction and Summary.

[4] *See, e.g.*, Stipulation dated November 30, 2002, filed in 6720-TI-160, Section X, "Line Splitting/Line Sharing;" Final Decision, Docket No. 6720-TI-161, pp. 121-122 (Issued May 8, 2002).

I. Plan Assumptions

This proposed Plan assumes that a voice CLEC should be able to obtain migration of voice service despite the presence of a data CLEC in a line-sharing arrangement. This proposed Plan also assumes that a data provider is not required to continue providing service upon migration of the voice service, unless the new voice CLEC has opted into and complied with a provision similar to section 9.2.2.3.5 of the AT&T interconnection agreement. If such contractual obligation does not apply, the data CLEC may choose to cease providing service, or to provide service via a standalone xDSL capable loop over which SBC Wisconsin had previously made available the HFPL to such data CLEC, or pursuant to a line splitting arrangement with the voice provider.

Where the voice CLEC and data CLEC choose to enter into a line splitting relationship, this Plan assumes that either CLEC should be able to approach SBC Wisconsin with a request for service, maintenance, or repair on the line, while giving notice to the other CLEC concerning its request. SBC Wisconsin is not, however, required to act as a mediator between CLECs when permitting line splitting arrangements. Instead, this Plan assumes that CLECs should be able to work out the details of their relationship among themselves, and. that the voice CLEC and data CLEC will coordinate their activities to minimize the probability that their common customer will experience a disruption in service.

This Plan is based on the assumption that when a voice CLEC markets its service to a potential customer with DSL service already in place, it must inform the potential customer that the DSL service may be affected by a switch of voice service providers. Customers should be encouraged to check with their DSL providers. Finally, this Plan assumes that the end-user is responsible for managing its contractual relationship with the ISP," noting that the end user may well have signed a contract, their terms of which may not be known to either the voice CLEC or the ILEC.

Thus, upon migration of voice service from an existing line sharing arrangement, the data CLEC using the HFPL has the following options:

1. Discontinue providing data service (the existing loop in this option would be used solely by the voice CLEC following migration); or,

2. Provide data service over the existing facility (via a standalone xDSL capable loop over which SBC Wisconsin had previously leased the HFPL to the data CLEC) (in this option the voice CLEC will be offered a new loop to the extent available); or,

3. The data CLEC, utilizing its own splitter, may continue providing data service via the existing migrated loop pursuant to a line splitting arrangement with the new voice CLEC. The line splitting arrangement may be agreed upon consistent with a section similar to section 9.2.2.3.5 of the AT&T interconnection agreement, or an alternative approach between the voice CLEC and data CLEC.

In summary, under the Order, if a voice CLEC wins the voice service on a loop that is currently part of a line sharing arrangement, the data CLEC that is currently providing service has the option of retaining the existing loop to provide data service via a standalone xDSL capable loop. The data CLEC may also use the existing loop if the data CLEC and the voice CLEC enter in to a line splitting arrangement.

II. Scenarios Included in the Plan

Based on the above assumptions, and to avoid unnecessary service disruption, involuntary line splitting arrangements or unauthorized use of CLEC-owned facilities, SBC Wisconsin has determined the following methods to employ for the scenarios and associated requirements.

Scenarios #1, #2, #3: Events occurring before reaching any of these three scenarios.

Before a voice CLEC reaches any of the first three scenarios (#1/#3 – Line Sharing to Line Splitting or #2 – Line Sharing to UNE-P), it will undertake a conversation with the end user. The end user, based on the choices it makes for its voice and/or data services, will be the key component of determining which path is taken.

The voice CLEC views the end user's customer service record ("CSR") per the end user's permission, determining if there is the line sharing present. (See Attachment C for an example CSR; confidential information has been redacted. Pages 1 and 2 of the Attachment C show what additional information is contained on the CSR when line sharing is present. Further, on page 2 of the CSR, at the line labeled "/UNN1", the OCN of the current data CLEC is displayed. Thus, the voice CLEC can determine from the CSR if it has line splitting arrangements with the current data CLEC. If it has line splitting arrangements with the data CLEC, the CLECs proceed to ordering scenarios #1 / #3 (Line Sharing to Line Splitting), which were determined to be the same.

If the voice CLEC does not have a line splitting arrangement with the data CLEC, then the voice CLEC must inform the end user of its choices with respect to its data service. The end-user, rather than the voice CLEC or SBC Wisconsin, is responsible for managing his/her existing contractual relationships with his/her data provider. The end user will then decide the next steps and how to proceed.

If the end user wishes to continue its data service, the voice CLEC informs the end user that it should coordinate with its data provider. The end user, upon consultation with its data provider, will determine the path to follow: data CLEC establishes line splitting arrangements with the chosen voice CLEC, and follows Scenario #1 / # 3; data CLEC retains the data service on the existing loop and voice CLEC will establish a new loop, to the extent available, for migration to UNE-P; or end user will obtain data service from a different data provider and follows Scenario # 2. (Although the Michigan collaborative discussions included the possibility that the data CLEC would continue to provide data on a stand-alone loop, there was a lack of commercial interest in that option and accordingly the Michigan Implementation Plan does not contain a specific scenario to address this situation.)

If the end user decides that it no longer wants its current data service, it informs the voice CLEC to disconnect its data service on its behalf and the voice CLEC migrates the voice service to UNE-P, i.e., the voice CLEC follows Scenario #2.

<u>Scenario 1</u>: Line Sharing to Line Splitting (End user currently obtains both voice and data from the ILEC[5] and seeks to migrate voice service to a CLEC, while continuing the current data service).

If the voice CLEC and the data CLEC have agreed to engage in line splitting, or have implemented line splitting after complying with a contractual arrangement similar to section 9.2.2.3.5 of the AT&T interconnection agreement, and the data CLEC is currently providing, and will continue to provide, the splitter, then the existing ordering procedures to convert from line sharing to line splitting as documented on CLEC OnLine (https://clec.sbc.com/clec/) continue to apply without change; subject to the applicable charge for a UNE-P migration.

[5] SBC Wisconsin does not provide DSL data services on either a retail or wholesale basis. Instead, DSL Internet access is provided to retail end users by Ameritech Interactive Media Services ("AIMS"), and DSL transport is provided by Ameritech Advanced Data Services ("AADS") to ISPs and other CLECs on a wholesale basis. AIMS and AADS are affiliates of SBC Wisconsin. SBC Wisconsin understands this scenario to refer to situations where SBC Wisconsin is engaged in line sharing with a data affiliate.

The following summarizes the rates that will be applied: [6]

Orders	Non-Recurring #	Recurring #
1. Voice CLEC for UNE-P migration (loop and port) and DLEC for HFPL.		
• Disconnect HFPL		N/A
– Service Order	N/A	
– Disconnection	N/A	
• Order xDSL Capable Loop	$16.50	$10.90
– Service Order	$40.10	
– Connection		
– Cross Connect		$0.19
• Order ULS-ST Port	$17.66	$3.71
– Service Order	$54.27	
– Installation		
– Cross-Connect		$0.19 $14.99

Assumptions:

- DLEC provided splitter in line sharing arrangement and same splitter being used in line splitting arrangement, thus no physical work needs to be done to effectuate the change; however, order/billing work must be completed with order coordination to ensure no inadvertent disconnection.
- Example uses Access Area A.

\# rates reflect SBC Wisconsin's current tariff

6 Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement would control.

Orders	Non-Recurring *	Recurring *
1. Voice CLEC for UNE-P migration (loop and port) and DLEC for HFPL.		
• Disconnect HFPL		N/A
– Service Order	$0.04	
– Disconnection	N/A	
• Order xDSL Capable Loop		$9.87
– Service Order	$0.06	
– Connection	$16.75	
– Cross Connect		$0.38
• Order ULS-ST Port		$2.90
– Service Order	$2.21	
– Installation	$11.12	
– Cross-Connect		$0.38
		$13.53

Assumptions:

- DLEC provided splitter in line sharing arrangement and same splitter being used in line splitting arrangement, thus no physical work needs to be done to effectuate the change; however, order/billing work must be completed with order coordination to ensure no inadvertent disconnection.
- Example uses Access Area A.

* rates reflect the last set of proposed rates in the UNE Cost investigation (6720-TI-161)

CLECs that share a loop to simultaneously deliver voice and data service must coordinate their respective activities with each other to minimize the probability of disruption to their common end user customer. SBC Wisconsin will provide CLECs the necessary unbundled network elements and maintain those elements as needed.

<u>Scenario 2</u>: Line Sharing to UNE-P: The end user currently obtains both voice and data from the ILEC and seeks to migrate the voice service to a CLEC and disconnect the data service from the ILEC.

A voice CLEC may migrate a line sharing customer's voice service without the data CLEC's permission. When a voice CLEC markets its services to a potential customer with DSL service in place, the voice CLEC must inform the potential customer that the DSL service may be affected by a switch in voice providers. The end-user, rather than the voice CLEC or SBC Wisconsin, is responsible for managing his/her existing contractual relationships with his/her data provider.

The following apply whether the line sharing arrangement used by the data CLEC's splitter or a splitter "port" from an SBC Wisconsin-owned splitter.

The end user has affirmed to the voice CLEC to disconnect its data service; the voice CLEC will have permission from the end user. The voice CLEC will submit, via fax, the request to disconnect the HFPL on behalf of the end user. SBC Wisconsin will process that disconnect and provide a firm order confirmation ("FOC") within 24 hours as required by approved performance measures. SBC Wisconsin notifies the data CLEC of the disconnect.

After receiving the FOC from the disconnect, the voice CLEC then submits, and SBC processes, a normal, electronic UNE-P migration local service request ("LSR"). The UNE-P will be provisioned over the same loop that was previously used for line sharing. In the event that the LSR does not properly process, a phone number will be set up in the SBC's Local Service Center ("LSC") to expeditiously handle the order.

The following summarizes the rates that will be applied: [7]

Orders	Non-Recurring #	Recurring #
1. DLEC • Disconnect HFPL – Service Order – Disconnection	 N/A N/A	 N/A
2. Voice CLEC • Migrate Voice to UNE-P – Service Order – Loop – Port – Cross Connect	 $16.50	 $10.90 $3.71 $0.19 $14.80
Assumptions: • Disconnect of HFPL completed prior to migration order being submitted. • Under Phase I, SBC submits both orders to accomplish based on single LSR submitted by Voice CLEC. • Example uses Access Area A. # rates reflect SBC Wisconsin's current tariff		

[7] Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement would control.

Orders	Non-Recurring *	Recurring *
1. DLEC • Disconnect HFPL – Service Order – Disconnection	 $0.04 $0.04	N/A
2. Voice CLEC • Migrate Voice to UNE-P – Service Order – Loop – Port – Cross Connect	 $0.06	 $10.09 $2.90 $0.38 $13.37
Assumptions: • Disconnect of HFPL completed prior to migration order being submitted. • Under Phase I, SBC submits both orders to accomplish based on single LSR submitted by Voice CLEC. • Example uses Access Area A. * rates reflect the last set of proposed rates in the UNE Cost investigation (6720-TI-161		

Scenario 3: Line Sharing to Line Splitting: The end user currently obtains voice service from the ILEC and data services from a data CLEC that is not affiliated with the ILEC, and seeks to migrate the voice service alone to a CLEC.

The Plan assumes that the only difference between scenarios 1 and 3 is whether the data CLEC is affiliated with the ILEC. If the data CLEC is not affiliated with the ILEC, then a contractual arrangement similar to section 9.2.2.3.5 of the AT&T interconnection agreement would not apply. Accordingly, with that sole exception, the description of the process for Scenario1 applies here.

Scenario 4: UNE-P to Line Splitting: The end user currently obtains voice service from a voice CLEC and seeks to add data services from a data CLEC that may or may not be affiliated with the ILEC:

The existing ordering procedures and charges to convert from UNE-P to line splitting as documented on CLEC OnLine (https://clec.sbc.com/clec) continue to apply without change. The documented process reflects the single LSR process requested by CLECs that was implemented in the August 2002 release. This Plan assumes that SBC Wisconsin will not take on the role of mediator between two line splitting CLECs. CLECs that share a loop to simultaneously deliver voice and data service must coordinate their respective activities with each other to minimize the probability of disruption to their common customer.

SBC Wisconsin will provide CLECs the necessary unbundled network elements and maintain those elements as needed. In processing this type of LSR, installation of the xDSL capable loop includes all work associated with determining if the existing loop is xDSL-capable or if a new loop is required to be selected. SBC Wisconsin also reuses the ULS-ST port. These are the same steps undertaken when SBC Wisconsin installs the HFPL UNE for a data CLEC in a line sharing arrangement. The required physical change in the facilities serving the end user is made so as to minimally disrupt the end user's service.

The following summarizes the rates that will be applied: [8]

Orders	Non-Recurring #	Recurring #
1. Voice CLEC or DLEC depending on Partnering Agreement.		
• Disconnect UNE-P		N/A
– Service Order	$16.50	
– Disconnection	$40.10	
• Order xDSL Capable Loop		$10.90
– Service Order	$16.50	
– Loop Qualification	$0.10	
– Connection	$40.10	
– Cross Connect		$0.19
• Order ULS-ST Port		$3.71
– Service Order	$17.66	
– Installation	$54.27	
– Cross-Connect		$0.19
	$128.63	$14.99

Assumptions:

- A mechanized loop qualification will be completed to determine if the existing loop may be used to provide xDSL services, indicating if any loop conditioning may be appropriate.
- The DLEC/voice CLEC makes the determination of whether to have any loop conditioning performed. Any loop conditioning would result in additional NRCs as approved by the Commission in U-12540.
- If the existing loop is not able to support xDSL services, then a new loop will be provisioned.
- Assumes DLEC's collocation is used. If not, then additional charges would apply to connect the collocations of the DLEC and voice CLEC.
- Example uses Access Area A.

rates reflect SBC Wisconsin's current tariff

[8] Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement would control.

Orders	Non-Recurring *	Recurring *
1. Voice CLEC or DLEC depending on Partnering Agreement.		
• Disconnect UNE-P		N/A
– Service Order	$0.04	
– Disconnection	$2.79	
• Order xDSL Capable Loop		$9.87
– Service Order	$0.06	
– Loop Qualification	N/A	
– Connection	$16.75	
– Cross Connect		$0.38
• Order ULS-ST Port		$2.90
– Service Order	$0.06	
– Installation	$11.12	
– Cross-Connect		$0.38
	$27.99	$13.53

Assumptions:

- A mechanized loop qualification will be completed to determine if the existing loop may be used to provide xDSL services, indicating if any loop conditioning may be appropriate.
- The DLEC/voice CLEC makes the determination of whether to have any loop conditioning performed. Any loop conditioning would result in additional NRCs as approved by the Commission in U-12540.
- If the existing loop is not able to support xDSL services, then a new loop will be provisioned.
- Assumes DLEC's collocation is used. If not, then additional charges would apply to connect the collocations of the DLEC and voice CLEC.
- Example uses Access Area A.

* rates reflect the last set of proposed rates in the UNE Cost investigation (6720-TI-161

III. SBC Wisconsin Implementation of Compliance Plan

A. Background, Philosophy, and Timing

As noted, SBC Wisconsin currently has methods and procedures in place to facilitate Scenarios 1/3 and 4. These existing processes are currently available to CLECs and documented in the CLEC Handbook on CLEC OnLine. For Scenario 2 (Line sharing to UNE-P), SBC Wisconsin will develop new methods and procedures to facilitate this order processing. These proposals require a significant change to how SBC Wisconsin currently processes and provisions orders that affect existing line sharing arrangements. Thus, SBC Wisconsin looks to ensure that the change to its processes will continue to support accurate and timely processing of CLEC orders. SBC Wisconsin also looked to the Plan's assumption that the end user be given full choice in its voice provider, and be fully informed when making that choice.

To efficiently manage these migration requests, SBC Wisconsin will implement these new processes in a two-phase approach. First SBC Wisconsin will implement manual ordering method for one aspect of the scenario using the current capabilities of SBC Wisconsin's regional Operations Support Systems ("OSS"). In the second phase, SBC Wisconsin will mechanize this Wisconsin-specific ordering requirement pursuant to the terms of the FCC mandated Change Management Forum.

Based on the effort required and the designed process change, SBC Wisconsin anticipates being able to fully implement Phase I upon the Commission's adoption of this Plan in a final order., with notification to CLECs via accessible letter following with the filing of this amended compliance plan. Implementation of Phase II will be determined in collaboration with CLECs as required by the FCC mandated Change Management Process. SBC Ameritech Michigan began discussions with CLECs regarding this required process change via the Ameritech Regional CLEC User Forum ("CUF") at its November 13, 2002 session and the follow-up call held for this topic on November 18, 2002. If this Plan is acceptable, those discussions will be expanded to include Wisconsin.

Currently, when a voice CLEC submits a UNE-P migration order on a loop on which the HFPL UNE is present, SBC Wisconsin's regional OSS automatically rejects this type of order; and the edit cannot be modified in the near term for Wisconsin only.[9] Facilitating the migration of an end-user's voice service despite the presence of a data CLEC using the HFPL to provide data service to the same end-user poses some complex operational issues. This is a significant change, and thus, until a mechanized update can be made, SBC Wisconsin is proposing to implement a manual procedure to accomplish this migrationby using the current OSS capabilities. Based on the end user's direction, the voice CLEC will manually submit the disconnect of the HFPL, and then, upon receiving the firm order confirmation ("FOC"), will submit its normal electronic UNE-P migration order.

If the data CLEC is not contractually required and does not wish to partner with the voice CLEC to line split, the voice service should be migrated, and the HFPL could be disconnected before or after the conversion. SBC Wisconsin has determined that it would likely not be able to process a disconnection order after the conversion, nor would it be prudent to do so, as it is likely that the end-user's voice service would be interrupted, perhaps significantly. As shown in Attachment A, if the HFPL disconnection is not processed before the migration occurs, there is a likelihood that the voice service will be subsequently disrupted when the data CLEC removes its splitter between the loop and switch port, thus disconnecting the UNE-P. Further, SBC Wisconsin does not believe that the data CLEC would be able to submit an order disconnecting the HFPL after the migration, as the loop would now be assigned to the voice CLEC. Finally, allowing the UNE-P to be connected through the data CLEC's splitter without the data CLEC's permission would constitute involuntary line splitting, unauthorized use of the data CLEC-owned equipment, or both. Thus, to avoid these unnecessary complications, SBC Wisconsin is developing new methods and procedures under which the voice CLEC will submit a disconnect for the HFPL on behalf of the end user. Because this order will be initiated by the new voice CLEC, SBC Wisconsin is relying on the representation of the voice

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9 This edit was implemented to facilitate compliance with the FCC's requirements for the loss of ILEC voice service in line sharing arrangements, referencing FCC 99-355, ¶72.

CLEC that it has authorization to do so from the end user. Attachment B includes diagrams showing the proper steps to migrate to the UNE-P; that is, to remove the jumpers connecting the loop and switch port to the data CLEC's collocated splitter.

B. PHASE I Manual Process to Convert Line Sharing to UNE-P

The following summarize the process changes and necessary steps required to implement this proposed Plan .

The following steps will be necessary to convert from Line Sharing to UNE-P:

- Voice CLEC informs end user desiring to change voice providers, that their DSL service will be impacted.
- End user affirms to Voice CLEC that it wishes to have its data service disconnected.
- Voice CLEC issues manual LSR via fax to disconnect the HFPL present on the end user's line.
    - SBC Wisconsin issues service order to disconnect the HFPL and FOC within 24 hours per approved performance measure benchmarks..
- SBC Wisconsin issues a Line Loss Notification to data CLEC, as the data CLEC will not be anticipating the service order completion of the disconnect order since it did not submit one.
- After receiving the FOC for the disconnect, Voice CLEC submits normal electronic UNE-P Migration Order.
    - SBC Wisconsin will establish a phone number in the LSC in the event the UNE-P migration order does not process as expected so that the order may be expeditiously corrected and processed.

The following work activities must be completed prior to implementation of Phase I:

- Develop manual disconnect LSR for CLECs to complete and method of delivery to SBC Wisconsin.
- Develop CLEC OnLine documentation for CLECs on this ordering scenario, including requirements on how to complete new LSR.
- Select and assign the group of service representatives that will exclusively handle this type of LSR, as well as any fall-out issues that may occur with the subsequent submission and processing of the UNE-P migration order.
- Develop internal methods and procedures for LSC to follow in accepting, processing, and provisioning this manual LSR.

- Train service representatives on how to issue the disconnect of the HFPL. Service representative will access the Customer Service Record (CSR) to obtain information required to issue the disconnect service order. From the CSR, service representative obtains the name of the data provider and the circuit id.

- Train service representatives on how to correct and then process a UNE-P migration order that may not flow as expected.

- Develop and provide training for LOC personnel on handling various trouble ticket scenarios that may arise related to provisioning, as well as trouble tickets received from the data CLEC after HFPL has been disconnected.

- Determine impact on Line Loss Notification.

  - Based on anticipated input from data CLECs, possibly establish new code for "Disconnect Reason Code" that will advise data provider that the HFPL has been disconnected due to voice CLEC taking the loop.

  - Educate data CLECs on the fact that they no longer have the 3 days to respond to a line loss notification. Data CLECs will need to modify their procedures to immediately stop billing end user for DSL service.

- Determine, develop and implement any necessary tracking mechanisms for this type of LSR.

- Implement fax number to receive this type of disconnect; this ensures these LSRs are worked by the service representatives trained to do so.

- Implement phone number to receive escalations related to the processing of UNE-P migration orders (in connection with this plan).

C. PHASE II Mechanized Line sharing to UNE-P

The final stage will be a mechanized process for conversions from Line sharing to UNE-P. This issue will be submitted to the Change Management Forum in accordance with the FCC mandate. The Change Management Forum provides for direct CLEC input on prioritization of projects to be implemented, as there are limited resources available with each release; that is, CLECs provide input on which OSS changes are most important to the CLECs' ability to do business. This forum provides for the balancing of the benefits of mechanization with the costs of mechanization and the limited resources available to effectuate the mechanization changes.

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ATTACHMENT A

Diagram:
Line Sharing Arrangement to CLEC Voice

Data CLEC discontinues data service after
Voice CLEC's assumption of the voice service

The following diagrams illustrate the steps that would occur if SBC ~~Ameritech Michigan~~ Wisconsin handled a CLEC request to win an end user's voice that is currently part of a line sharing arrangement in the following manner:

1. SBC ~~Ameritech Michigan~~Wisconsin transfers the voice to the requesting CLEC.
2. Data CLEC chooses to discontinue the data service **after** the voice service has transferred.

SBC ~~Ameritech Michigan~~Wisconsin is not planning to implement this process due to the high probability of prolonged loss of dial tone (voice service) for the end user.

The following provides a high level description of each slide. The slides collectively demonstrate the risk of dial tone loss to the end user, as well as how the data CLEC is being forced to allow the voice CLEC to utilize its equipment and to, potentially, be involved in involuntary line splitting.

Slide 1:

This diagram illustrates a working line sharing arrangement between SBC ~~Ameritech Michigan~~Wisconsin and a data CLEC. The data CLEC is providing the splitter.

The loop that carries the end user's voice and data traffic terminates on the MDF in the SBC ~~Ameritech~~ central office. This is depicted at the box labeled "CP" (cable pair) at the lower right-hand corner of the diagram.

The cross connects 1 and 2 that allow the voice and data traffic to be carried to the data CLEC's cabling (labeled "B" on the diagram) are depicted by a purple/pink dotted line.

The voice and data traffic is then carried over the data CLEC's cabling (again, labeled as "B" on the diagram) to the data CLEC's collocation arrangement.

Once the voice and data traffic reaches the data CLEC's collocation arrangement, it is routed through the data CLEC's splitter. The splitter separates the voice traffic from the data traffic.

The data traffic is sent on to the data CLEC's DSLAM where it remains separate from the voice traffic.

The voice traffic is carried back towards SBC ~~Ameritech Michigan~~Wisconsin's IDF on another CLEC cable (shown as "A" on the diagram).

The cross connects "3" and "4" that allow the voice traffic to be carried to SBC ~~Ameritech Michigan~~Wisconsin's switch ("OE") are depicted by a blue dotted line.

Slide 2:

This diagram illustrates the physical arrangement that would occur after the voice has been assumed by a voice CLEC, but before the data CLEC had discontinued its service.

No physical changes have occurred at this stage in the process. The voice and data services still follow the same path as on slide 1.

It should be noted that at this point, the voice CLEC's voice service is now traveling over the data CLEC's cabling (labeled as "A" and "B") and through the data CLEC's splitter equipment. The unbundled elements that the voice CLEC has purchased are actually connected within the data CLEC's network.

Slide 3:

This diagram illustrates the physical arrangement that would occur after the voice has been assumed by a voice CLEC, but after the data CLEC had discontinued its service.

The only physical change that occurs in this slide is that the data CLEC has disconnected its splitter in order to recover the splitter port upon the discontinuation of data service. The splitter equipment is in the control of the data CLEC. The data CLEC would not submit an LSR to request the disconnection as this is work performed by the data CLEC and not by SBC ~~Ameritech Michigan~~Wisconsin.

Once the data CLEC has disconnected its splitter, the end user will lose voice service as there is no longer continuity between the loop and the switch. There is no longer a connection between the data CLEC's "A" cabling and the data CLEC's "B" cabling.

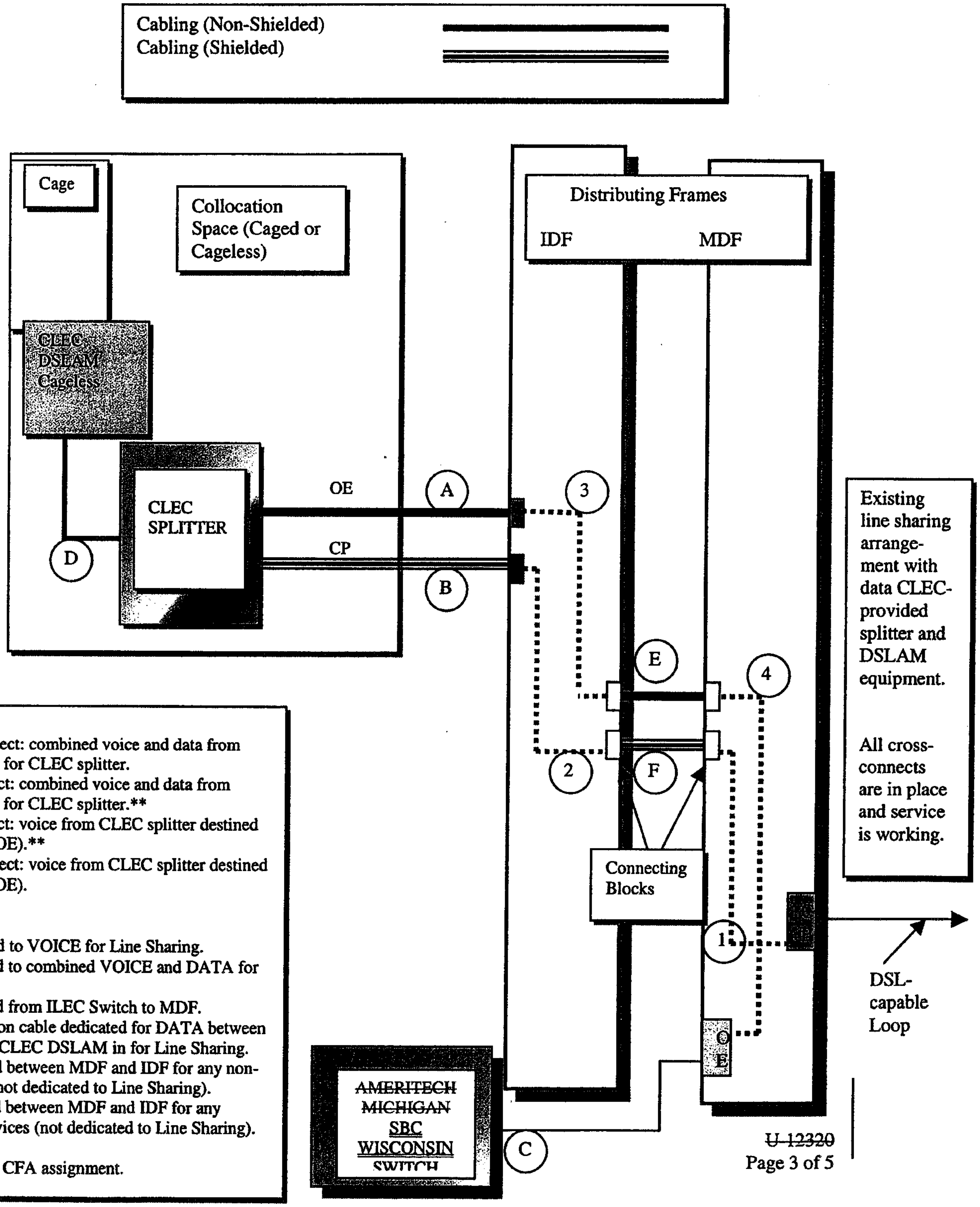
It should also be noted that although the data CLEC has disconnected its splitter, the voice CLEC is still tying up the data CLEC's cabling (shown as "A" and "B"). Since the data CLEC is no longer leasing an HFPL from SBC ~~Ameritech Michigan~~Wisconsin in this situation, the data CLEC cannot submit an HFPL disconnect request to SBC ~~Ameritech Michigan~~Wisconsin to free up this cabling.

Attachment A

LINE SHARING TO CLEC VOICE -
DATA CLEC DISCONTINUES SERVICE AFTER CLEC ASSUMPTION OF VOICE

SLIDE 1 OF 3 Depicting Existing Line Sharing Arrangement

DLEC/CLEC Owned Splitter



Cross-connects:
1 MDF cross-connect: combined voice and data from cable pair destined for CLEC splitter.
2 IDF cross-connect: combined voice and data from cable pair destined for CLEC splitter.**
3 IDF cross-connect: voice from CLEC splitter destined for ILEC Switch (OE).**
4 MDF cross-connect: voice from CLEC splitter destined for ILEC Switch (OE).

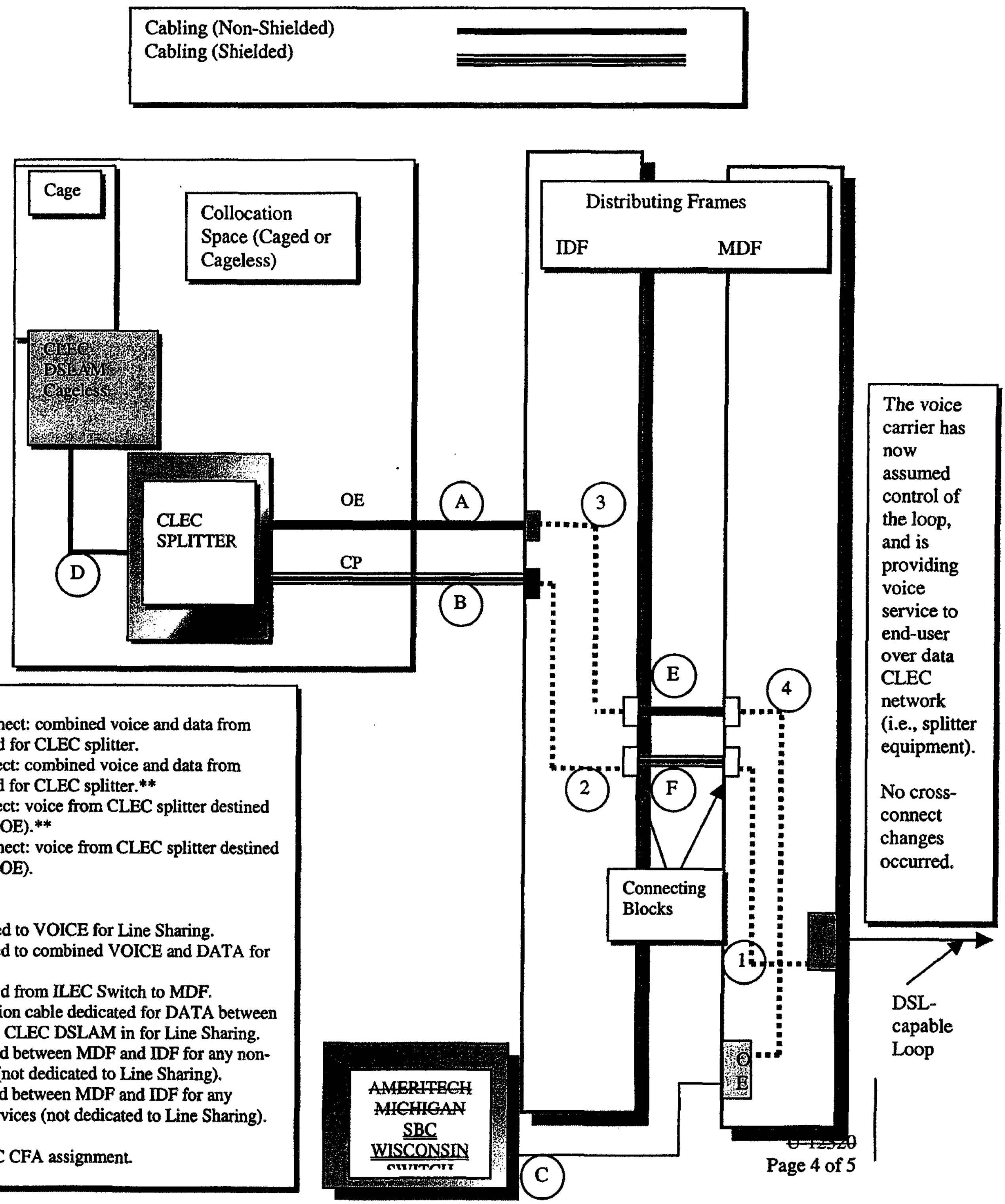
Tie Cables:
A. Cable dedicated to VOICE for Line Sharing.
B. Cable dedicated to combined VOICE and DATA for Line Sharing.
C. Cable dedicated from ILEC Switch to MDF.
D. CLEC collocation cable dedicated for DATA between CLEC splitter and CLEC DSLAM in for Line Sharing.
E. Cable dedicated between MDF and IDF for any non-shielded services (not dedicated to Line Sharing).
F. Cable dedicated between MDF and IDF for any shielded (data) services (not dedicated to Line Sharing).

** Requires CLEC CFA assignment.

LINE SHARING TO CLEC VOICE -
DATA CLEC DISCONTINUES SERVICE AFTER CLEC ASSUMPTION OF VOICE

SLIDE 2 OF 3 Depicting Line Splitting Arrangement
(Post Migration of Voice Service to Voice CLEC – Data CLEC Providing Data)

DLEC/CLEC Owned Splitter



Cross-connects:
1 MDF cross-connect: combined voice and data from cable pair destined for CLEC splitter.
2 IDF cross-connect: combined voice and data from cable pair destined for CLEC splitter.**
3 IDF cross-connect: voice from CLEC splitter destined for ILEC Switch (OE).**
4 MDF cross-connect: voice from CLEC splitter destined for ILEC Switch (OE).

Tie Cables:
A. Cable dedicated to VOICE for Line Sharing.
B. Cable dedicated to combined VOICE and DATA for Line Sharing.
C. Cable dedicated from ILEC Switch to MDF.
D. CLEC collocation cable dedicated for DATA between CLEC splitter and CLEC DSLAM in for Line Sharing.
E. Cable dedicated between MDF and IDF for any non-shielded services (not dedicated to Line Sharing).
F. Cable dedicated between MDF and IDF for any shielded (data) services (not dedicated to Line Sharing).

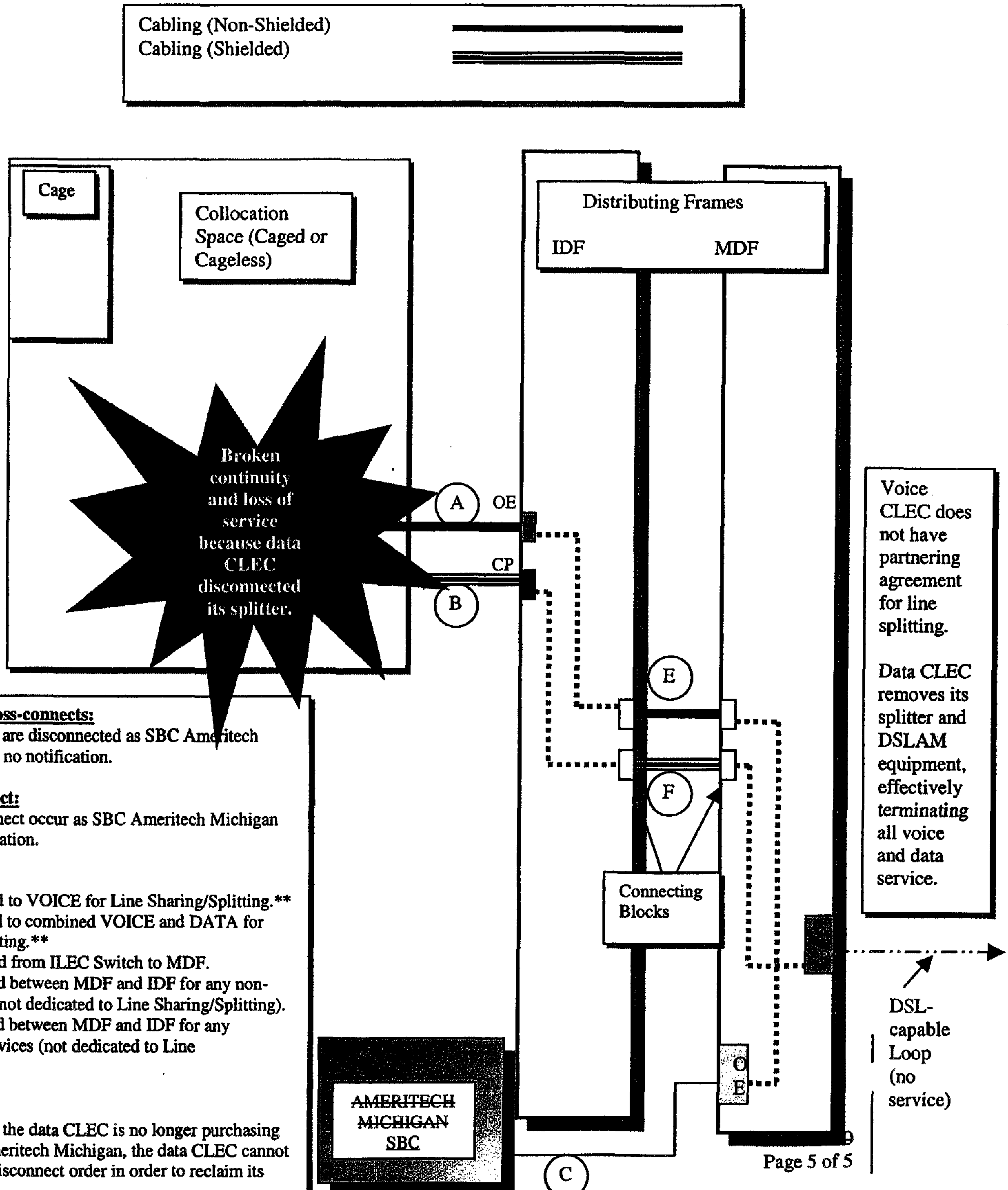
** Requires CLEC CFA assignment.

Attachment A

LINE SHARING TO CLEC VOICE -
DATA CLEC DISCONTINUES SERVICE AFTER CLEC ASSUMPTION OF VOICE

(SLIDE 3 OF 3 Depicting Data CLEC Disconnecting Its Equipment)

DLEC/CLEC Owned Splitter



Disconnected Cross-connects:
No cross connects are disconnected as SBC Ameritech Michigan receives no notification.

New Cross-connect:
No new cross connect occur as SBC Ameritech Michigan receives no notification.

Tie Cables:
A. Cable dedicated to VOICE for Line Sharing/Splitting.**
B. Cable dedicated to combined VOICE and DATA for Line Sharing/Splitting.**
C. Cable dedicated from ILEC Switch to MDF.
E. Cable dedicated between MDF and IDF for any non-shielded services (not dedicated to Line Sharing/Splitting).
F. Cable dedicated between MDF and IDF for any shielded (data) services (not dedicated to Line Sharing/Splitting).

**** Note:** Because the data CLEC is no longer purchasing an HFPL from Ameritech Michigan, the data CLEC cannot submit an HFPL disconnect order in order to reclaim its own CFA.

ATTACHMENT B

Diagram:
Line Sharing Arrangement to UNE-P

HFPL Disconnected as Part of the Migration
Process of the Voice to the Voice CLEC

The following diagrams illustrate the steps that would occur if SBC ~~Ameritech Michigan~~Wisconsin handled a CLEC request to win an end user's voice that is currently part of a line sharing arrangement in the following manner:

1. SBC ~~Ameritech Michigan~~Wisconsin disconnects the HFPL (per voice CLEC's request).
2. SBC ~~Ameritech Michigan~~Wisconsin re-establishes the voice service.
3. SBC migrates the voice to UNE-P.

SBC ~~Ameritech Michigan~~Wisconsin is planning to implement this process as it will prevent the extended loss of end user's dial tone. In addition, this process returns the data CLEC's CFA to the data CLEC and does not force the data CLEC to line split.

The following provides a high level description of each slide.

Slide 1:

This diagram illustrates a working line sharing arrangement between SBC ~~Ameritech Michigan~~Wisconsin and a data CLEC. The data CLEC is providing the splitter.

The loop that carries the end user's voice and data traffic terminates on the MDF in the SBC ~~Ameritech~~ central office. This is depicted at the box labeled "CP" (cable pair) at the lower right-hand corner of the diagram.

The cross connects 1 and 2 that allow the voice and data traffic to be carried to the data CLEC's cabling (labeled "B" on the diagram) are depicted by a purple/pink dotted line.

The voice and data traffic is then carried over the data CLEC's cabling (again, labeled as "B" on the diagram) to the data CLEC's collocation arrangement.

Once the voice and data traffic reaches the data CLEC's collocation arrangement, it is routed through the data CLEC's splitter. The splitter separates the voice traffic from the data traffic.

The data traffic is sent on to the data CLEC's DSLAM where it remains separate from the voice traffic.

The voice traffic is carried back towards SBC ~~Ameritech Michigan~~Wisconsin's IDF on another CLEC cable (shown as "A" on the diagram).

The cross connects "3" and "4" that allow the voice traffic to be carried to SBC ~~Ameritech Michigan~~Wisconsin's switch ("OE") are depicted by a blue dotted line.

Slide 2:

This diagram illustrates the physical activity that would occur when SBC ~~Ameritech Michigan~~Wisconsin processes the disconnect of the HFPL and re-establishes the voice service.

SBC ~~Ameritech Michigan~~Wisconsin removes cross connects 1 and 2 that connect the loop to the data CLEC's collocation arrangement (depicted as a purple/pink dotted line) and cross connects 3 and 4 that connect the switch to the data CLEC's collocation arrangement (depicted as a blue dotted line). This activity disconnects the HFPL and frees up the data CLEC's CFA and splitter port, so the data CLEC can utilize its network for future line sharing or line splitting arrangements.

SBC ~~Ameritech Michigan~~Wisconsin then re-establishes the voice service by placing new cross-connect 5 (depicted as a red dotted line) between the switch (shown as "OE") and the loop ("CP").

It should be noted that at this point, the voice service is no longer traveling over the data CLEC's cabling (labeled as "A" and "B") or through the data CLEC's splitter equipment. The unbundled elements that the voice CLEC has purchased are connected within SBC ~~Ameritech Michigan~~Wisconsin's network.

The end user down-time associated with this process is very brief, and managed by SBC ~~Ameritech Michigan~~Wisconsin as it is when SBC ~~Ameritech Michigan~~Wisconsin converts retail voice to a line sharing arrangement.

Slide 3:

This diagram illustrates the physical arrangement that would occur as an end result after all of the work on Slide 2 has been completed.

The loop that carries the end user's voice traffic terminates on the MDF in the SBC Ameritech central office. This is depicted at the box labeled "CP" (cable pair) at the lower right-hand corner of the diagram.

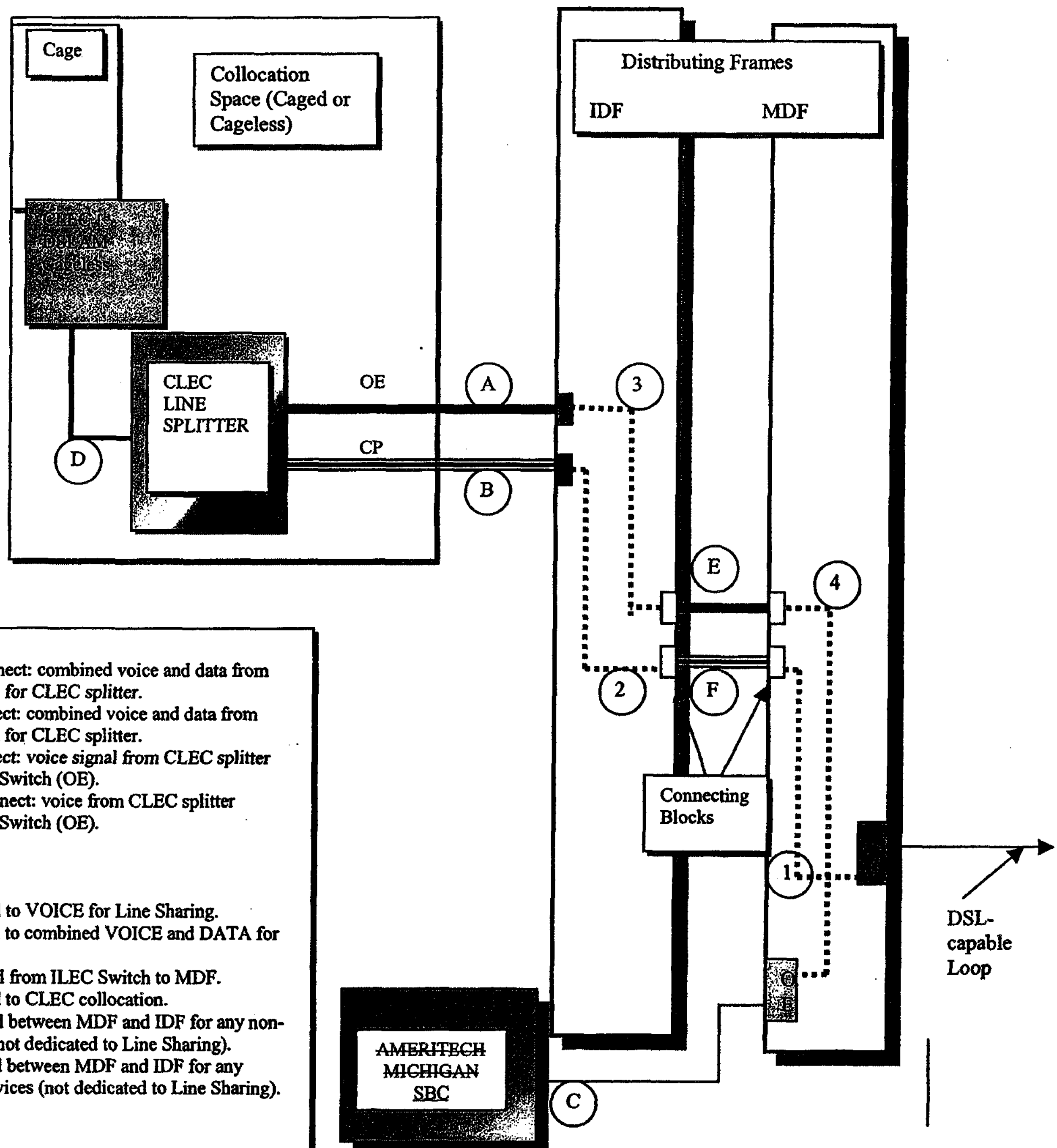
The cross connect 1 (depicted as a red dotted line) allows the voice traffic to be carried to the SBC ~~Ameritech Michigan~~Wisconsin switch (labeled "OE" on the diagram).

LINE SHARING TO UNE-P

SLIDE 1 OF 3 Depicting Existing Line Sharing Arrangement

DLEC/CLEC Owned Splitter

Cabling (Non-Shielded)
Cabling (Shielded)



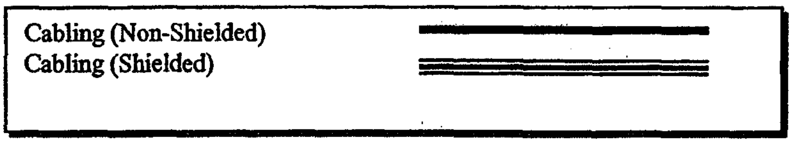
Cross-connects:
1. MDF cross-connect: combined voice and data from cable pair destined for CLEC splitter.
2. IDF cross-connect: combined voice and data from cable pair destined for CLEC splitter.
3. IDF cross-connect: voice signal from CLEC splitter destined for ILEC Switch (OE).
4. MDF cross-connect: voice from CLEC splitter destined for ILEC Switch (OE).

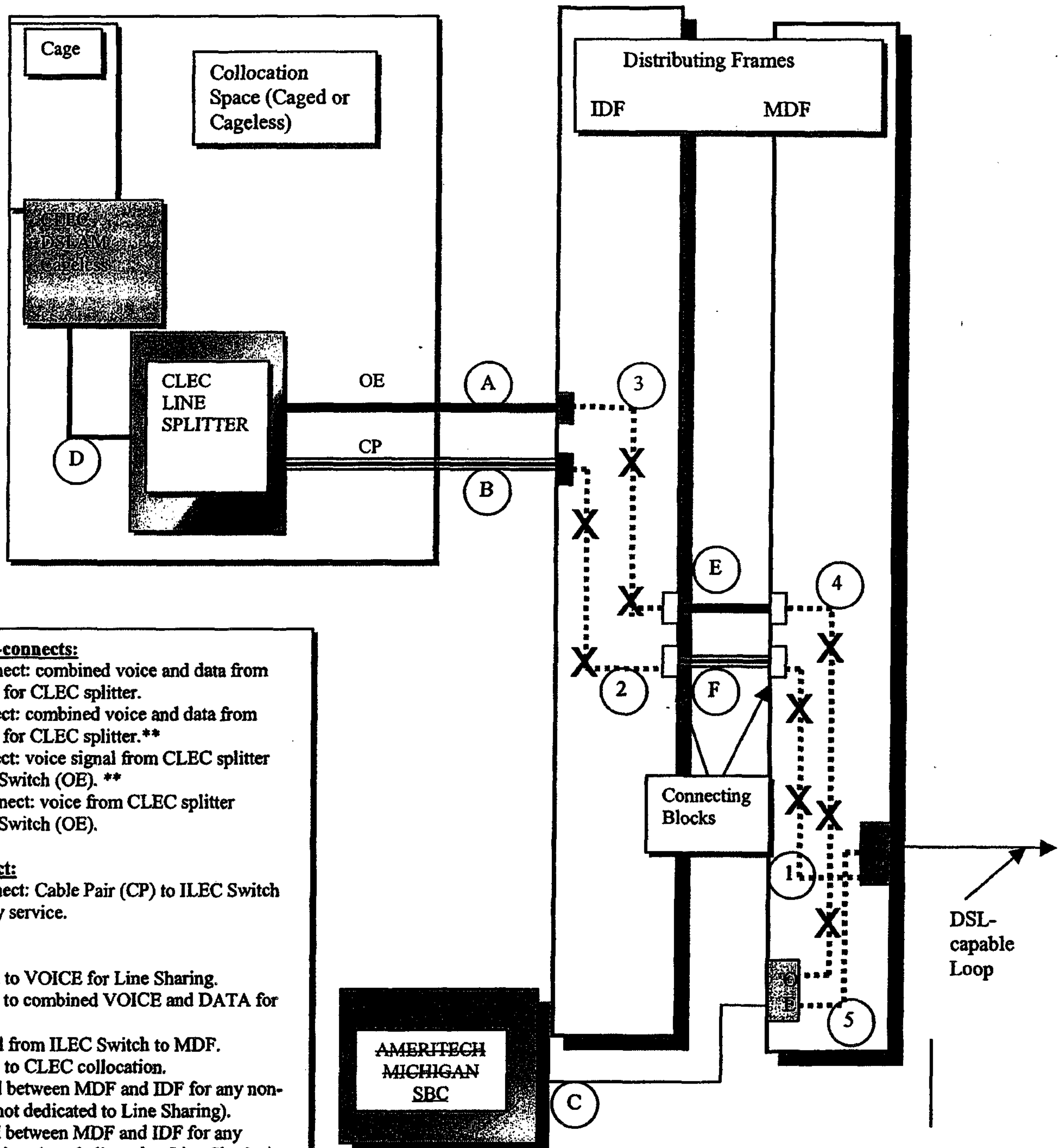
Tie Cables:
A. Cable dedicated to VOICE for Line Sharing.
B. Cable dedicated to combined VOICE and DATA for Line Sharing.
C. Cable dedicated from ILEC Switch to MDF.
D. Cable dedicated to CLEC collocation.
E. Cable dedicated between MDF and IDF for any non-shielded services (not dedicated to Line Sharing).
F. Cable dedicated between MDF and IDF for any shielded (data) services (not dedicated to Line Sharing).

LINE SHARING TO UNE-P

SLIDE 2 OF 3 Depicting Work Associated with Disconnecting HFPL and Establishing UNE-P

DLEC/CLEC Owned Splitter





Disconnect Cross-connects:
1. MDF cross-connect: combined voice and data from cable pair destined for CLEC splitter.
2. IDF cross-connect: combined voice and data from cable pair destined for CLEC splitter.**
3. IDF cross-connect: voice signal from CLEC splitter destined for ILEC Switch (OE). **
4. MDF cross-connect: voice from CLEC splitter destined for ILEC Switch (OE).

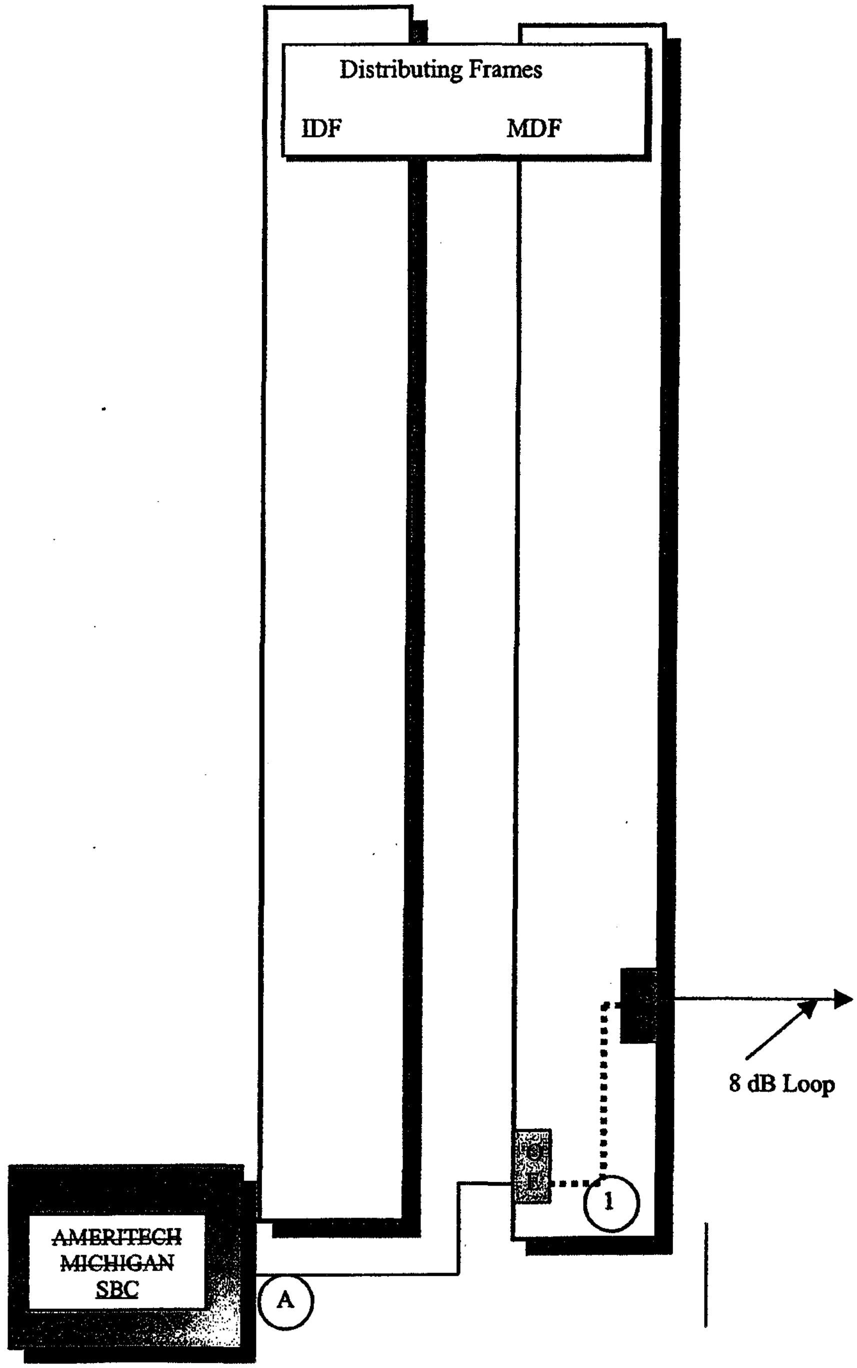
New Cross-connect:
5. MDF cross-connect: Cable Pair (CP) to ILEC Switch (OE) for voice only service.

Tie Cables:
A. Cable dedicated to VOICE for Line Sharing.
B. Cable dedicated to combined VOICE and DATA for Line Sharing.
C. Cable dedicated from ILEC Switch to MDF.
D. Cable dedicated to CLEC collocation.
E. Cable dedicated between MDF and IDF for any non-shielded services (not dedicated to Line Sharing).
F. Cable dedicated between MDF and IDF for any shielded (data) services (not dedicated to Line Sharing).

** Requires CLEC CFA assignment.

LINE SHARING TO UNE-P

SLIDE 3 OF 3 Depicting End Result - UNE-P



<u>Cross-connect:</u>
1. MDF cross-connect: Cable Pair (CP) to ILEC Switch (OE) for voice only service.

<u>Tie Cables:</u>
A. Cable dedicated from ILEC Switch to MDF.

ATTACHMENT C

Verigate

CSI and Listings Report

C L I C K H E R E F O R M E N U

Account Section

General Account Information:

Account Telephone Number (ATN): 248-[redacted]
Customer Code (CUSCODE): 340
RSCP Indicator (RSCPInd): N
Class of Service (CS): MWH
End-User Name (NAME): [redacted]
Type of Service (TOS): 2---

Account Service Address Information:

Service Address Number (SANO): [redacted]
Service Address Street Name (SASN): [redacted]
City (CITY): [redacted]
Zip Code (ZIP): [redacted]

FEATURE INFORMATION SECTION

Feature	Feature Detail	Feature Description
TN	248[redacted]	Telephone Number
CUST_CD	340	Description is not available
CLSV	MWH	Description is not available
EXCH	SFLD	Description is not available
NOCN	[redacted]	Description is not available
DZIP	[redacted]	Description is not available
BN1	[redacted]	Description is not available
BA1	[redacted]	Description is not available
PO	[redacted]	Description is not available
TAR	NONE	Description is not available
/LN	[redacted]	Description is not available
/LA	[redacted]	Description is not available

Service and Equipment Section

Service Information:

Working Telephone Number (WTN): 248-[redacted]
Exchange Company Circuit Id (ECCKT): .UAFU.248.[redacted]
End-User's Name (NAME): [redacted]
IntraLATA Pre-Subscription Indicator Code (LPIC): 9100
InterLATA Pre-Subscription Indicator Code (PIC): 0288

ECCKT shows presence of HFPL

Service Address Information:

Service Address Number (SANO): [redacted]
Service Address Street Name (SASN): [redacted]
City (CITY): [redacted]
Zip Code (ZIP): [redacted]

Attachment C
6720-TI-170 Phase I
Compliance Plan

FEATURE INFORMATION SECTION

shows presence of HFPL

Feature	Feature Detail	Feature Description
MWH		Call Plan 400
	/PIC ATX	Carrier
	/PICX 0288	Carrier Identifier
	/PCA BO, 10-25-88	Carrier Arrangement
	/ZPIC A13	Predesignated Intralata (ACNA)
	/LPIC 9100	Predesignated Intralata Carr
	/LPCA SQ, 05-12-99	Intralata Carrier Arrangement
	/CLT .UAFU.248.4[redacted]	Circuit ID Spec Serv -TN Form
	/ME MEOE MEOE.IR00H10.001.08- 036;MECP MECP.IR00H10.001.08-036;SPLT SPLT.IR00H10.001.08-036	Miscellaneous Equipment
	/UNN1[redacted] OCN	Unbundled Network Cust Name
	/UNE1 .UAFU.922192..MB	Unbundled Network Elem Clr ID
	/RA 313 [redacted]/CUS 000	Related Account
	/SSP	Special Service Protection
ESM		Call Forwarding
ESX		Call Waiting
WHO		Ameritech Privacy Manager
NSD		Caller Identification
NWT		Caller ID With Call Waiting
ESC		Three Way Calling
PGOEE		SBC Employee Discount Program
PGOEN		SBC Employee Discount Program
PGOEO		SBC Employee Discount Program
TTR		Touch-Tone Service
FYW		Abbreviated Toll Free Service
BSXUP		Unrestricted Calling Card
UXWAC		Oakland County Surcharge
UXTAC		9-1-1 Emergency System
9PZLX		Federal Universal Service Fee
9LP		State Access Charge
9LM		Federal Access Charge
	/RTE 000	Rate
NSR		Number Portability Surcharge

Attachment C
6720-TI-170 Phase I Compliance Plan

N8D

Calling Name Display

Listing Section

Listing Information:

Listed Name First Name (LNFN): [redacted]
Listed Name Last Name (LNLN): [redacted]
Listing Name Placement (LNPL): L
Listing Type (LTY): 1
Record Type (RTY): LML

Caption Information:

Listed Address Information:

Listed Address Number (LANO): [redacted]
Listed Address Street Name (LASN): [redacted]
Listed Address Locality (LALOC): [redacted]

TXNUM:km242660906671k

D/T Sent:200212060431PM

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